

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 06/09/14	<table border="0" style="width:100%;"> <tr> <td style="width:50%; padding: 5px; text-align: center;">Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> <td style="width:50%; padding: 5px; text-align: center;">Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> </table>	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number F-1
Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

TITLE:	Road to Child Outcomes Participant Agreements between the School Board of Broward County, Florida (SBBC) and identified Community Early Childhood Providers within the South Cluster of Broward County.
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REQUESTED ACTION:	Approve Road to Child Outcomes Participant Agreements between SBBC and identified Early Childhood Providers.
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SUMMARY EXPLANATION AND BACKGROUND:	<p>The Early Learning Coalition (ELC) awarded the SBBC Early Childhood Education (ECE) Department the Road to Child Outcomes grant to support high quality care and education at external childcare providers in the Southern Cluster of Broward County. The goal of the initiative is to provide supports to systematically integrate quality within the Early Care and Education Community through a focus on the child, family, teacher, and learning environment.</p> <p>Participating childcare centers were selected following the guidelines from the ELC:</p> <ul style="list-style-type: none"> Located within the zip codes area of 33023, 33020, 33021, 33024, and 33025 Servicing students with subsidized childcare funding (School Readiness) <p>Through the implementation of the grant and execution of these agreements, the SBBC ELC4 team of a teacher specialist, master teachers, mental health specialist, and parent educators provide direct support to 16 centers, 94 classrooms, and over 1,200 children within the external early childhood community.</p> <p>The agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.</p>
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SCHOOL BOARD GOALS:	<p><input checked="" type="checkbox"/> • Goal 1: High Quality Instruction</p> <p><input type="checkbox"/> • Goal 2: Continuous Improvement</p> <p><input type="checkbox"/> • Goal 3: Effective Communication</p>
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FINANCIAL IMPACT	There is no additional financial impact to the District.
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EXHIBITS: (List)	List of Road to Child Outcomes (ELC4) SBBC Partner Centers. 16 Road to Child Outcomes Participant Agreements.
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<table border="0" style="width:100%;"> <tr> <td style="text-align: center; padding: 10px;">APPROVED</td> </tr> <tr> <td style="font-size: small;">(For Official School Board Records' Office Only)</td> </tr> </table>	APPROVED	(For Official School Board Records' Office Only)	<table border="0" style="width:100%;"> <tr> <td colspan="2">SOURCE OF ADDITIONAL INFORMATION:</td> </tr> <tr> <td>Lori Canning, Acting Director</td> <td align="right">754-321-1953</td> </tr> <tr> <td style="font-size: x-small;">Name</td> <td style="font-size: x-small;">Phone</td> </tr> </table>	SOURCE OF ADDITIONAL INFORMATION:		Lori Canning, Acting Director	754-321-1953	Name	Phone
APPROVED									
(For Official School Board Records' Office Only)									
SOURCE OF ADDITIONAL INFORMATION:									
Lori Canning, Acting Director	754-321-1953								
Name	Phone								

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Jose L. Dotres, Chief Academic Officer
Academics

JUN 09 2014

Approved in Open Board Meeting on: _____

By: _____ School Board Chair

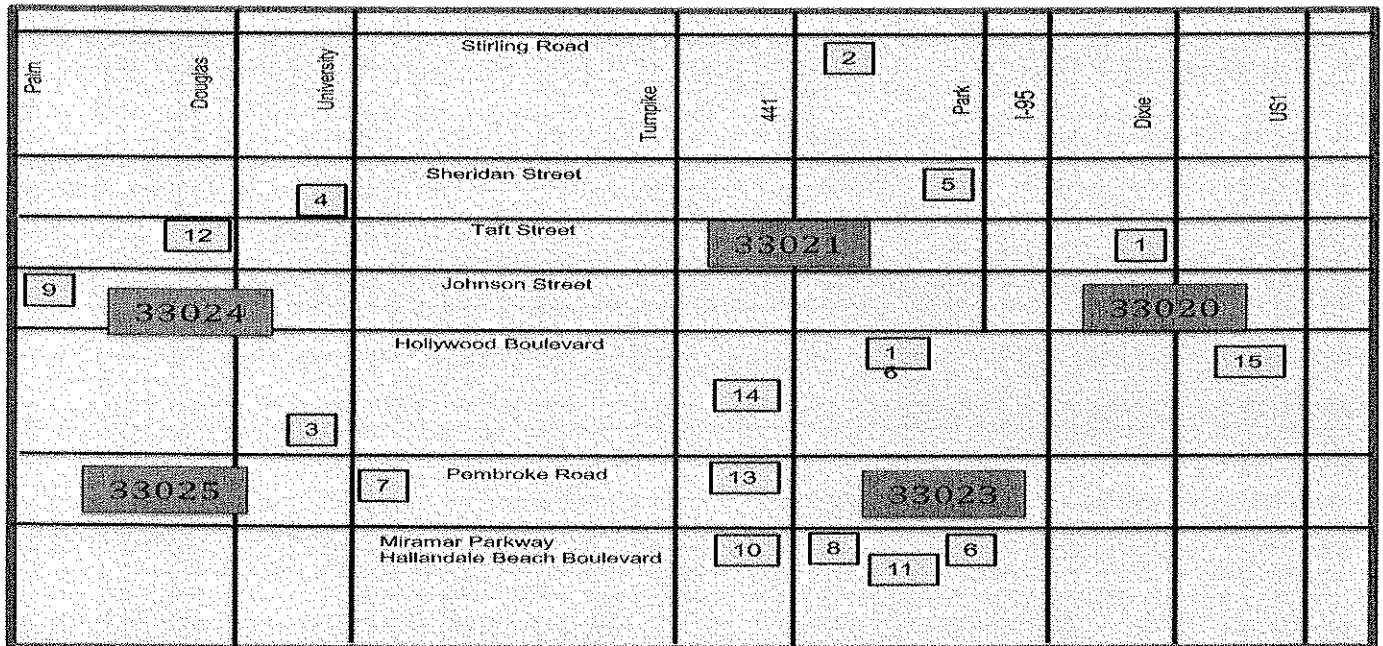


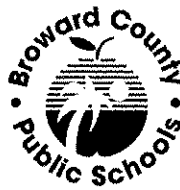
Road to Child Outcomes (ELC4) SBBC Partner Centers



OFFICE OF
Early Learning
LEARN EARLY. LEARN FOR LIFE.

	Center	Zip Code	Total Classrooms	Total Children	# School Readiness (Financial Assistance)
1.	AACE, Inc. d/b/a Oxford Academy of Miramar	33023	6	41	25
2.	ABC School	33020	5	70	18
3.	Buttons and Bows Professional Daycare, Inc.	33021	9	117	35
4.	Kiddie City Early Education Center, Inc.	33024	6	108	20
5.	Koinonia Worship Center & Village Inc., d/b/a Mimi's Learning Center	33023	4	31	9
6.	Memorial Regional Child Care	33021	9	110	11
7.	Miramar United Methodist Preschool	33023	6	84	13
8.	New Mirawood Academy, Inc.	33023	6	110	36
9.	One Step at a Time Learning Academy, Inc.	33024	6	83	15
10.	Pembroke Park Montessori School, Inc.	33023	5	83	19
11.	Phyl's Academy Preschool of Pembroke Pines	33024	5	57	26
12.	Precious Little People Christian Pre-School, Inc.	33023	4	65	10
13.	The Pumpkin Shell #2	33023	4	45	18
14.	The Pumpkin Shell #3	33020	7	80	37
15.	YDES Learning Center d/b/a Wee Ones Hollywood Hills	33021	7	96	79
16.	Youth Impact, Inc. Early Education Center	33025	5	44	58
			94	1224	429





**ROAD TO CHILD OUTCOMES
PARTICIPANT AGREEMENT**

This Agreement is made this 9th day of June 2014 by and between The School Board of Broward County, Florida (hereinafter referred to as "SBBC"), and **ABC School**, (hereinafter referred to as "Child Care Provider").

WHEREAS, the goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the Early Care and Education Community; building on national best practices and adapting evidenced based exemplary practices focused on the Child, Family, and Teacher and Learning Environment, in order to realize maximum outcomes for children in identified communities.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

Definitions:

- (1) *Early Learning Coalition of Broward County, Inc.* (ELC) – A not-for-profit agency governed by a Board of 25 individuals representing business, community, and early childhood leaders, as delineated in the Local Coalition Plan and approved by Florida's Office of Early Learning. The mission of the ELC is: to provide the resources, advocacy, leadership, coordination and oversight for early care and education from birth to school-age and to support access to school-age care to ensure children's success in school.
- (2) *Contracted Service Provider* - An agency contracted by the ELC to provide services under the Road to Child Outcomes initiative.
- (3) *Child Care Provider* - An organization that provides direct child care and early education services that will receive services under the *Road to Child Outcomes Initiative*.
- (4) *Road to Child Outcomes Contract* - The contract entered into by the ELC and SBBC to deliver *Road to Child Outcomes* services as described and set forth in said contract. The Road to Child Outcomes Contract is incorporated herein by reference.
- (5) *Road to Child Outcomes Initiative* - The goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the early care and education community; building on national best practices and adapting evidenced based exemplary practices focused on the child, family, and teacher and learning environment, realizing maximum outcomes for children in identified communities.

Responsibilities of SBBC in its capacity as a Contracted Service Provider:

In accordance with the Road to Child Outcomes Contract, SBBC will provide services that support the major *Road to Child Outcomes* program goals as follows:



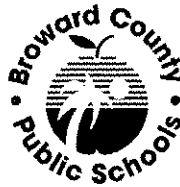
Major Program Goals

- (1) Child Focus:** Within designated/approved early education facilities, provide oversight of *Road to Child Outcomes* activities including referral, evaluation, and longitudinal tracking/monitoring between developmental screening, classroom instruction, child developmental assessments, and kindergarten readiness.

 - (a)** Ensure that each *Child Care Provider* conducts regular assessments of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, with the results used to inform instruction.
 - (b)** Ensure that each *Child Care Provider* provides the appropriate screens and assessments and work with “Master Teacher Teams”, as the term is defined in the *Road to Child Outcomes* contract between the ELC and the Contract Service Provider, to ensure children are receiving the education instruction and supports necessary to maximize their development. The children’s development will be measured by an approved nationally researched based, comprehensive early childhood, electronic child assessment system.
- (2) Family Focus:** Provide family engagement and support services to families of children participating in the *Road to Child Outcomes* consistent with the Center for Social Policy – Strengthening Families Approach that will provide additional tools, opportunities, and information to parents to help empower parents to advocate on behalf of their child, as well as to be an active part of their child’s development as the child’s “first teacher” and partner with their child’s early care and education facility. The requirements for complying with the Center for Social Policy – Strengthening Families Approach is set forth at the following website address: (<http://www.cssp.org/reform/strengthening-families/the-basics/the-strengthening-families-approach>)

 - (a)** The family engagement services shall involve both a family and their child’s early education facility.
 - (b)** The family engagement services provided will be consistent with the educational curriculum and developmental experiences the child is experiencing in his or her classroom.
 - (c)** The family engagement services will strive to provide expanded positive life experiences for parents that they can share with their children.
- (3) Teacher and Learning Environment Focus:** Provide services designed to attain and support implementation of quality standards in early learning programs.

 - (a)** Establish “Master Teacher Teams” whose primary role will be to visit classrooms and coach teachers using reflective practice to improve instruction.
 - (b)** Ensure “Master Teacher Teams” administer program evaluation instruments to measure practices in preschool classrooms (e.g., CLASS™, ERS®, TSG®); plan and present training opportunities to improve programmatic areas; provide follow-up



support individualized to the level of teacher development; and plan procedures for performance based assessments to ensure reliable collection of child outcome information through portfolio review meetings and professional development.

Responsibilities of ABC School in its capacity as *Childcare Provider*:

- (1) Inform and orient all staff at the child care facility about involvement with *Road to Child Outcomes*, the benefits, and requirements.
- (2) Participate in the *Community of Practice* professional development initiative sponsored by the ELC.
- (3) Ensure all participating instructional classroom staff completes available training in identified tools such as Classroom Assessment Scoring System (CLASS) and Teaching Strategies GOLD (TSG) in a timely manner and follow through with implementation plans, and reliability checks.
- (4) Facilitate access of the Master Teachers and other *Road to Child Outcomes* initiative staff to the child care center, classrooms, and teachers, for purposes of conducting observations (e.g. CLASS), providing coaching, other professional development, and quality supports.
- (5) Ensure school staff implements CLASS dimensions into their everyday interactions as agreed upon between the Family Central coach and the teacher.
- (6) Ensure school staff documents children’s progress and inputs data in the TSG website, generates reports, and makes planning decisions based on data.
- (7) Identify and put into action a leadership team including the director, to provide ongoing support and insight to staff, sustainability of effective teacher-child interactions according to CLASS, and using the child assessment information from TSG, develop plans to support children’s learning outcomes.
- (8) Work in partnership with Parent Educator, Master Teachers, and other *Road to Child Outcomes* initiative staff, to implement family engagement and support services provided by SBBC.
- (9) Work in partnership with Master Teachers and other *Road to Child Outcomes* initiative staff to achieve and maintain overall high quality care including the learning environment to realize maximum child outcomes.

Indemnification

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

- (1) By Contracted Provider: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees’ acts of



negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

- (2) By Child Care Provider: *Childcare Provider* agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Childcare Provider*, its agents, servants or employees; the equipment of *Childcare Provider* its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *Childcare Provider* or the negligence of *Childcare Provider's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by *Childcare Provider*, SBBC or otherwise.

Miscellaneous

Term and Effective Date: The Agreement shall begin upon execution by all parties and remain in effect so long as the *Road to Child Outcomes* Participation Agreement is in effect.

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

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

No Waiver of Sovereign Immunity: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



Agreement Modification: This Agreement may be modified during its initial term or any renewal term by mutual agreement of the parties provided such agreement is in writing and executed by both parties.

Entire Instrument: The Agreement constitutes the entire instrument relating to the subject matter hereof and supersedes all prior and contemporaneous instruments, understandings, negotiations, and discussions, both written and oral, among such parties with respect to such subject matter. There are no representations, promises or undertakings other than those expressly set forth in the Agreement.

No Waiver: No waiver of any provisions of the Agreement will constitute a waiver of any other provisions of the Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

No Third Party Beneficiary: Nothing expressed or implied in the Agreement shall be construed to confer upon or give any rights or remedies to any person other than the parties hereto and their respective successors and assigns.

Venue: This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida.

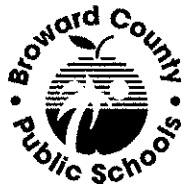
Severability: If any provision, term, or condition of the Agreement is held to be illegal, invalid, or void for any reason whatsoever, by any court of competent jurisdiction, and such declaration shall be finally upheld on any and all appeals and petitions taken therefrom, the Agreement shall be read as if such illegal, invalid or void provision were not a part of the Agreement, and the remainder of the Agreement shall remain in full force and effect.

Priority of Documents: In the event of a conflict between the terms of this Agreement and the *Road To Child Outcomes* Contract between the ELC and SBBC, the terms and conditions of the *Road To Child Outcomes* Contract shall prevail.

Termination: This Agreement may be terminated by either party at any time upon no less than seven (7) days written notice to the other party.

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.

Notice: Any notices, communications and waivers under this Agreement shall be in writing and shall be as delivered by the following methods: (i) hand delivery, (ii) by depositing such notice in the United States mail, certified or registered mail with return receipt requested, postage prepaid or (iii) via overnight air courier service. Unless otherwise provided in this Agreement, notice by registered or certified mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery it shall be presumed to have been delivered on the seventh day after it was deposited in the mail.

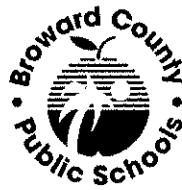


The addresses in each case shall be as follows:

Childcare Provider: ABC School
2116 Garfield Street
Hollywood, Florida 33020
Attn: Amparo Olstein

SBBC: The School Board of Broward County, Florida

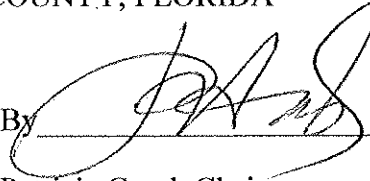
600 S.E. Third Avenue
Fort Lauderdale, FL 33301
Attn: Dr. Lori Canning
Early Childhood Education Department, Sixth Floor



FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Patricia Good, Chair

ATTEST:



Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 05/01/14
Office of the General Counsel



FOR ABC SCHOOL

(Corporate Seal)

ABC School

By *Amparo Olstein*

ATTEST:

_____, Secretary

-or-

Witness

Rosina M. Mosquera
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*

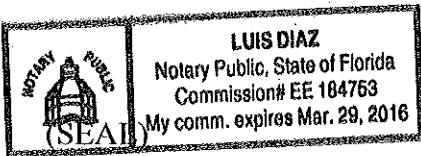
The foregoing instrument was acknowledged before me this *13* day of *Feb*, 20*14* by *Amparo Olstein* of *ABC School* Name of Person, on behalf of the corporation/agency. Name of Corporation or Agency

He/She is personally known to me or produced *FLDL* as identification and did/did not first take an oath. Type of Identification

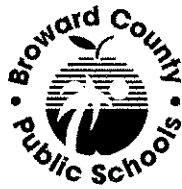
My Commission Expires:

[Signature]
Signature – Notary Public

Luis Diaz
Printed Name of Notary



Notary's Commission No.



**ROAD TO CHILD OUTCOMES
PARTICIPANT AGREEMENT**

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Responsibilities of Buttons and Bows Professional Daycare, Inc. in its capacity as *Childcare Provider*:

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- (8) Work in partnership with Parent Educator, Master Teachers, and other *Road to Child Outcomes* initiative staff, to implement family engagement and support services provided by SBBC.
- (9) Work in partnership with Master Teachers and other *Road to Child Outcomes* initiative staff to achieve and maintain overall high quality care including the learning environment to realize maximum child outcomes.

Indemnification

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



- (1) **By Contracted Provider:** *SBBC* agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (2) **By Child Care Provider:** *Childcare Provider* agrees to indemnify, hold harmless and defend *SBBC*, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which *SBBC*, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Childcare Provider*, its agents, servants or employees; the equipment of *Childcare Provider* its agents, servants or employees while such equipment is on premises owned or controlled by *SBBC*; or the negligence of *Childcare Provider* or the negligence of *Childcare Provider's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including *SBBC's* property, and injury or death of any person whether employed by *Childcare Provider*, *SBBC* or otherwise.

Miscellaneous

Term and Effective Date: The Agreement shall begin upon execution by all parties and remain in effect so long as the *Road to Child Outcomes* Participation Agreement is in effect.

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

No Waiver of Sovereign Immunity: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



Agreement Modification: This Agreement may be modified during its initial term or any renewal term by mutual agreement of the parties provided such agreement is in writing and executed by both parties.

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No Waiver: No waiver of any provisions of the Agreement will constitute a waiver of any other provisions of the Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

No Third Party Beneficiary: Nothing expressed or implied in the Agreement shall be construed to confer upon or give any rights or remedies to any person other than the parties hereto and their respective successors and assigns.

Venue: This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida.

Severability: If any provision, term, or condition of the Agreement is held to be illegal, invalid, or void for any reason whatsoever, by any court of competent jurisdiction, and such declaration shall be finally upheld on any and all appeals and petitions taken therefrom, the Agreement shall be read as if such illegal, invalid or void provision were not a part of the Agreement, and the remainder of the Agreement shall remain in full force and effect.

Priority of Documents: In the event of a conflict between the terms of this Agreement and the *Road To Child Outcomes* Contract between the ELC and SBBC, the terms and conditions of the *Road To Child Outcomes* Contract shall prevail.

Termination: This Agreement may be terminated by either party at any time upon no less than seven (7) days written notice to the other party.

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.

Notice: Any notices, communications and waivers under this Agreement shall be in writing and shall be as delivered by the following methods: (i) hand delivery, (ii) by depositing such notice in the United States mail, certified or registered mail with return receipt requested, postage prepaid or (iii) via overnight air courier service. Unless otherwise provided in this Agreement, notice by registered or certified mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery it shall be presumed to have been delivered on the seventh day after it was deposited in the mail.

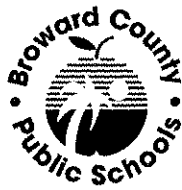


The addresses in each case shall be as follows:

Childcare Provider: Buttons and Bows Professional Daycare, Inc.
5650 Stirling Road
Suite 12, 13, & 14
Hollywood, FL 33021
Attn:

SBBC: The School Board of Broward County, Florida

600 S.E. Third Avenue
Fort Lauderdale, FL 33301
Attn: Dr. Lori Canning,
Early Childhood Education Department, Sixth Floor



FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By

A handwritten signature in black ink, appearing to be "Patricia Good", written over a horizontal line.

Patricia Good, Chair

ATTEST:

A handwritten signature in black ink, appearing to be "Robert W. Runcie", written over a horizontal line.

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

A handwritten signature in black ink, appearing to be "Patricia Good", written over a horizontal line. To the right of the signature is the date "05/01/14".

Office of the General Counsel



FOR Buttons and Bows Professional Daycare, Inc.

(Corporate Seal)

Buttons and Bows Professional Daycare, Inc.

ATTEST:

By Karen Mandy

_____, Secretary

-or-

Marion Brown
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

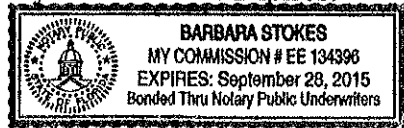
The foregoing instrument was acknowledged before me this 16th day of January, 2014 by Karen Mandy of

Name of Person

Buttons and Bows Professional Daycare, Inc., on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

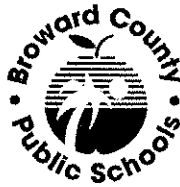


(SEAL)

Barbara Stokes
Signature - Notary Public

Barbara Stokes
Printed Name of Notary

EE 134396
Notary's Commission No.



**ROAD TO CHILD OUTCOMES
PARTICIPANT AGREEMENT**

This Agreement is made this 9th day of June 2014 by and between The School Board of Broward County, Florida (hereinafter referred to as "SBBC"), and **Kiddie City Early Education Center, Inc.**, (hereinafter referred to as "Child Care Provider").

WHEREAS, the goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the Early Care and Education Community; building on national best practices and adapting evidenced based exemplary practices focused on the Child, Family, and Teacher and Learning Environment, in order to realize maximum outcomes for children in identified communities.

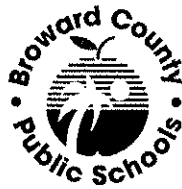
NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

Definitions:

- (1) *Early Learning Coalition of Broward County, Inc.* (ELC) – A not-for-profit agency governed by a Board of 25 individuals representing business, community, and early childhood leaders, as delineated in the Local Coalition Plan and approved by Florida's Office of Early Learning. The mission of the ELC is: to provide the resources, advocacy, leadership, coordination and oversight for early care and education from birth to school-age and to support access to school-age care to ensure children's success in school.
- (2) *Contracted Service Provider* - An agency contracted by the ELC to provide services under the Road to Child Outcomes initiative.
- (3) *Child Care Provider* - An organization that provides direct child care and early education services that will receive services under the *Road to Child Outcomes* Initiative.
- (4) *Road to Child Outcomes Contract* - The contract entered into by the ELC and SBBC to deliver *Road to Child Outcomes* services as described and set forth in said contract. The Road to Child Outcomes Contract is incorporated herein by reference.
- (5) *Road to Child Outcomes Initiative* - The goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the early care and education community; building on national best practices and adapting evidenced based exemplary practices focused on the child, family, and teacher and learning environment, realizing maximum outcomes for children in identified communities.

Responsibilities of SBBC in its capacity as a Contracted Service Provider:

In accordance with the Road to Child Outcomes Contract, SBBC will provide services that support the major *Road to Child Outcomes* program goals as follows:



Major Program Goals

- (1) **Child Focus:** Within designated/approved early education facilities, provide oversight of *Road to Child Outcomes* activities including referral, evaluation, and longitudinal tracking/monitoring between developmental screening, classroom instruction, child developmental assessments, and kindergarten readiness.
 - (a) Ensure that each *Child Care Provider* conducts regular assessments of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, with the results used to inform instruction.
 - (b) Ensure that each *Child Care Provider* provides the appropriate screens and assessments and work with “Master Teacher Teams”, as the term is defined in the *Road to Child Outcomes* contract between the ELC and the Contract Service Provider, to ensure children are receiving the education instruction and supports necessary to maximize their development. The children’s development will be measured by an approved nationally researched based, comprehensive early childhood, electronic child assessment system.
- (2) **Family Focus:** Provide family engagement and support services to families of children participating in the *Road to Child Outcomes* consistent with the Center for Social Policy – Strengthening Families Approach that will provide additional tools, opportunities, and information to parents to help empower parents to advocate on behalf of their child, as well as to be an active part of their child’s development as the child’s “first teacher” and partner with their child’s early care and education facility. The requirements for complying with the Center for Social Policy – Strengthening Families Approach is set forth at the following website address: (<http://www.cssp.org/reform/strengthening-families/the-basics/the-strengthening-families-approach>)
 - (a) The family engagement services shall involve both a family and their child’s early education facility.
 - (b) The family engagement services provided will be consistent with the educational curriculum and developmental experiences the child is experiencing in his or her classroom.
 - (c) The family engagement services will strive to provide expanded positive life experiences for parents that they can share with their children.
- (3) **Teacher and Learning Environment Focus:** Provide services designed to attain and support implementation of quality standards in early learning programs.
 - (a) Establish “Master Teacher Teams” whose primary role will be to visit classrooms and coach teachers using reflective practice to improve instruction.
 - (b) Ensure “Master Teacher Teams” administer program evaluation instruments to measure practices in preschool classrooms (e.g., CLASS™, ERS®, TSG®); plan and present training opportunities to improve programmatic areas; provide follow-up



support individualized to the level of teacher development; and plan procedures for performance based assessments to ensure reliable collection of child outcome information through portfolio review meetings and professional development.

Responsibilities of Kiddie City Early Education Center, Inc., in its capacity as *Childcare Provider*:

- (1) Inform and orient all staff at the child care facility about involvement with *Road to Child Outcomes*, the benefits, and requirements.
- (2) Participate in the *Community of Practice* professional development initiative sponsored by the ELC.
- (3) Ensure all participating instructional classroom staff completes available training in identified tools such as Classroom Assessment Scoring System (CLASS) and Teaching Strategies GOLD (TSG) in a timely manner and follow through with implementation plans, and reliability checks.
- (4) Facilitate access of the Master Teachers and other *Road to Child Outcomes* initiative staff to the child care center, classrooms, and teachers, for purposes of conducting observations (e.g. CLASS), providing coaching, other professional development, and quality supports.
- (5) Ensure school staff implements CLASS dimensions into their everyday interactions as agreed upon between the Family Central coach and the teacher.
- (6) Ensure school staff documents children's progress and inputs data in the TSG website, generates reports, and makes planning decisions based on data.
- (7) Identify and put into action a leadership team including the director, to provide ongoing support and insight to staff, sustainability of effective teacher-child interactions according to CLASS, and using the child assessment information from TSG, develop plans to support children's learning outcomes.
- (8) Work in partnership with Parent Educator, Master Teachers, and other *Road to Child Outcomes* initiative staff, to implement family engagement and support services provided by SBBC.
- (9) Work in partnership with Master Teachers and other *Road to Child Outcomes* initiative staff to achieve and maintain overall high quality care including the learning environment to realize maximum child outcomes.

Indemnification

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



- (1) By Contracted Provider: *SBBC* agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (2) By Child Care Provider: *Childcare Provider* agrees to indemnify, hold harmless and defend *SBBC*, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which *SBBC*, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Childcare Provider*, its agents, servants or employees; the equipment of *Childcare Provider* its agents, servants or employees while such equipment is on premises owned or controlled by *SBBC*; or the negligence of *Childcare Provider* or the negligence of *Childcare Provider's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including *SBBC's* property, and injury or death of any person whether employed by *Childcare Provider*, *SBBC* or otherwise.

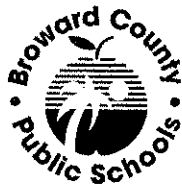
Miscellaneous

Term and Effective Date: The Agreement shall begin upon execution by all parties and remain in effect so long as the *Road to Child Outcomes* Participation Agreement is in effect.

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

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

No Waiver of Sovereign Immunity: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



Agreement Modification: This Agreement may be modified during its initial term or any renewal term by mutual agreement of the parties provided such agreement is in writing and executed by both parties.

Entire Instrument: The Agreement constitutes the entire instrument relating to the subject matter hereof and supersedes all prior and contemporaneous instruments, understandings, negotiations, and discussions, both written and oral, among such parties with respect to such subject matter. There are no representations, promises or undertakings other than those expressly set forth in the Agreement.

No Waiver: No waiver of any provisions of the Agreement will constitute a waiver of any other provisions of the Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

No Third Party Beneficiary: Nothing expressed or implied in the Agreement shall be construed to confer upon or give any rights or remedies to any person other than the parties hereto and their respective successors and assigns.

Venue: This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida.

Severability: If any provision, term, or condition of the Agreement is held to be illegal, invalid, or void for any reason whatsoever, by any court of competent jurisdiction, and such declaration shall be finally upheld on any and all appeals and petitions taken therefrom, the Agreement shall be read as if such illegal, invalid or void provision were not a part of the Agreement, and the remainder of the Agreement shall remain in full force and effect.

Priority of Documents: In the event of a conflict between the terms of this Agreement and the *Road To Child Outcomes* Contract between the ELC and SBBC, the terms and conditions of the *Road To Child Outcomes* Contract shall prevail.

Termination: This Agreement may be terminated by either party at any time upon no less than seven (7) days written notice to the other party.

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.

Notice: Any notices, communications and waivers under this Agreement shall be in writing and shall be as delivered by the following methods: (i) hand delivery, (ii) by depositing such notice in the United States mail, certified or registered mail with return receipt requested, postage prepaid or (iii) via overnight air courier service. Unless otherwise provided in this Agreement, notice by registered or certified mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery it shall be presumed to have been delivered on the seventh day after it was deposited in the mail.



The addresses in each case shall be as follows:

Childcare Provider: Kiddie City Early Education Center, Inc
1780 N. University Drive
Pembroke Pines, FL 33027
Attn: Annabelle Rodriguez

SBBC: The School Board of Broward County, Florida

600 S.E. Third Avenue
Fort Lauderdale, FL 33301
Attn: Dr. Lori Canning
Early Childhood Education Department, Sixth Floor



FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

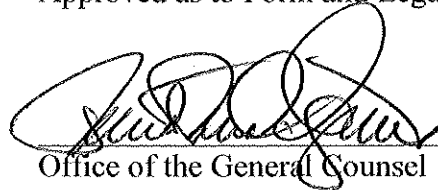
By  _____
Patricia Good, Chair

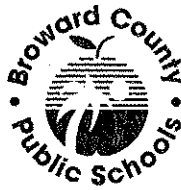
ATTEST:

 _____

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 05/01/14
Office of the General Counsel



FOR KIDDIE CITY EARLY EDUCATION CENTER, INC.

(Corporate Seal)

KIDDIE CITY EARLY EDUCATION CENTER, INC.

ATTEST:

By [Signature]

_____, Secretary

-or-
Witness [Signature]
Witness Jamie Martinez
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 05 day of March, 2014 by Annabelle Rodriguez of

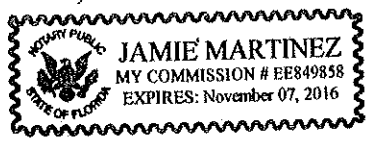
Kiddie City Early Education Center on behalf of the corporation/agency.
Name of Corporation or Agency Florida

He/She is personally known to me or produced Driver license as identification and did/did not first take an oath. Type of Identification

My Commission Expires:
November 07, 2016

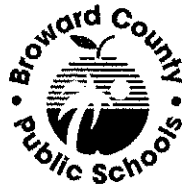
[Signature]
November 07, 2016
Signature - Notary Public

(SEAL)



Jamie Martinez
Printed Name of Notary

EE 849858
Notary's Commission No.



**ROAD TO CHILD OUTCOMES
PARTICIPANT AGREEMENT**

This Agreement is made this 9th day of June 2014 by and between The School Board of Broward County, Florida (hereinafter referred to as "SBBC"), and **Koinonia Worship Center & Village, Inc. d/b/a Mimi's Learning Center**, (hereinafter referred to as "Child Care Provider").

WHEREAS, the goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the Early Care and Education Community; building on national best practices and adapting evidenced based exemplary practices focused on the Child, Family, and Teacher and Learning Environment, in order to realize maximum outcomes for children in identified communities.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

Definitions:

- (1) *Early Learning Coalition of Broward County, Inc. (ELC)* – A not-for-profit agency governed by a Board of 25 individuals representing business, community, and early childhood leaders, as delineated in the Local Coalition Plan and approved by Florida's Office of Early Learning. The mission of the ELC is: to provide the resources, advocacy, leadership, coordination and oversight for early care and education from birth to school-age and to support access to school-age care to ensure children's success in school.
- (2) *Contracted Service Provider* - An agency contracted by the ELC to provide services under the Road To Child Outcomes initiative.
- (3) *Child Care Provider* - An organization that provides direct child care and early education services that will receive services under the *Road to Child Outcomes* Initiative.
- (4) *Road to Child Outcomes Contract* - The contract entered into by the ELC and SBBC to deliver *Road to Child Outcomes* services as described and set forth in said contract. The Road to Child Outcomes Contract is incorporated herein by reference.
- (5) *Road to Child Outcomes Initiative* - The goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the early care and education community; building on national best practices and adapting evidenced based exemplary practices focused on the child, family, and teacher and learning environment, realizing maximum outcomes for children in identified communities.

Responsibilities of SBBC in its capacity as a Contracted Service Provider:

In accordance with the Road to Child Outcomes Contract, SBBC will provide services that support the major *Road to Child Outcomes* program goals as follows:



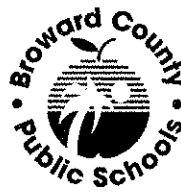
Major Program Goals

- (1) Child Focus:** Within designated/approved early education facilities, provide oversight of *Road to Child Outcomes* activities including referral, evaluation, and longitudinal tracking/monitoring between developmental screening, classroom instruction, child developmental assessments, and kindergarten readiness.

 - (a)** Ensure that each *Child Care Provider* conducts regular assessments of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, with the results used to inform instruction.
 - (b)** Ensure that each *Child Care Provider* provides the appropriate screens and assessments and work with “Master Teacher Teams”, as the term is defined in the *Road to Child Outcomes* contract between the ELC and the Contract Service Provider, to ensure children are receiving the education instruction and supports necessary to maximize their development. The children’s development will be measured by an approved nationally researched based, comprehensive early childhood, electronic child assessment system.
- (2) Family Focus:** Provide family engagement and support services to families of children participating in the *Road to Child Outcomes* consistent with the Center for Social Policy – Strengthening Families Approach that will provide additional tools, opportunities, and information to parents to help empower parents to advocate on behalf of their child, as well as to be an active part of their child’s development as the child’s “first teacher” and partner with their child’s early care and education facility. The requirements for complying with the Center for Social Policy – Strengthening Families Approach is set forth at the following website address: (<http://www.cssp.org/reform/strengthening-families/the-basics/the-strengthening-families-approach>)

 - (a)** The family engagement services shall involve both a family and their child’s early education facility.
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 - (c)** The family engagement services will strive to provide expanded positive life experiences for parents that they can share with their children.
- (3) Teacher and Learning Environment Focus:** Provide services designed to attain and support implementation of quality standards in early learning programs.

 - (a)** Establish “Master Teacher Teams” whose primary role will be to visit classrooms and coach teachers using reflective practice to improve instruction.
 - (b)** Ensure “Master Teacher Teams” administer program evaluation instruments to measure practices in preschool classrooms (e.g., CLASS[™], ERS[®], TSG[®]); plan and present training opportunities to improve programmatic areas; provide follow-up



support individualized to the level of teacher development; and plan procedures for performance based assessments to ensure reliable collection of child outcome information through portfolio review meetings and professional development.

Responsibilities of Koinonia Worship Center & Village, Inc. d/b/a Mimi's Learning Center in its capacity as *Childcare Provider*:

- (1) Inform and orient all staff at the child care facility about involvement with *Road to Child Outcomes*, the benefits, and requirements.
- (2) Participate in the *Community of Practice* professional development initiative sponsored by the ELC.
- (3) Ensure all participating instructional classroom staff completes available training in identified tools such as Classroom Assessment Scoring System (CLASS) and Teaching Strategies GOLD (TSG) in a timely manner and follow through with implementation plans, and reliability checks.
- (4) Facilitate access of the Master Teachers and other *Road to Child Outcomes* initiative staff to the child care center, classrooms, and teachers, for purposes of conducting observations (e.g. CLASS), providing coaching, other professional development, and quality supports.
- (5) Ensure school staff implements CLASS dimensions into their everyday interactions as agreed upon between the Family Central coach and the teacher.
- (6) Ensure school staff documents children's progress and inputs data in the TSG website, generates reports, and makes planning decisions based on data.
- (7) Identify and put into action a leadership team including the director, to provide ongoing support and insight to staff, sustainability of effective teacher-child interactions according to CLASS, and using the child assessment information from TSG, develop plans to support children's learning outcomes.
- (8) Work in partnership with Parent Educator, Master Teachers, and other *Road to Child Outcomes* initiative staff, to implement family engagement and support services provided by SBBC.
- (9) Work in partnership with Master Teachers and other *Road to Child Outcomes* initiative staff to achieve and maintain overall high quality care including the learning environment to realize maximum child outcomes.

Indemnification

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



- (1) By Contracted Provider: *SBBC* agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (2) By Child Care Provider: *Childcare Provider* agrees to indemnify, hold harmless and defend *SBBC*, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which *SBBC*, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Childcare Provider*, its agents, servants or employees; the equipment of *Childcare Provider* its agents, servants or employees while such equipment is on premises owned or controlled by *SBBC*; or the negligence of *Childcare Provider* or the negligence of *Childcare Provider's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including *SBBC's* property, and injury or death of any person whether employed by *Childcare Provider*, *SBBC* or otherwise.

Miscellaneous

Term and Effective Date: The Agreement shall begin upon execution by all parties and remain in effect so long as the *Road to Child Outcomes* Participation Agreement is in effect.

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

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

No Waiver of Sovereign Immunity: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



Agreement Modification: This Agreement may be modified during its initial term or any renewal term by mutual agreement of the parties provided such agreement is in writing and executed by both parties.

Entire Instrument: The Agreement constitutes the entire instrument relating to the subject matter hereof and supersedes all prior and contemporaneous instruments, understandings, negotiations, and discussions, both written and oral, among such parties with respect to such subject matter. There are no representations, promises or undertakings other than those expressly set forth in the Agreement.

No Waiver: No waiver of any provisions of the Agreement will constitute a waiver of any other provisions of the Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

No Third Party Beneficiary: Nothing expressed or implied in the Agreement shall be construed to confer upon or give any rights or remedies to any person other than the parties hereto and their respective successors and assigns.

Venue: This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida.

Severability: If any provision, term, or condition of the Agreement is held to be illegal, invalid, or void for any reason whatsoever, by any court of competent jurisdiction, and such declaration shall be finally upheld on any and all appeals and petitions taken therefrom, the Agreement shall be read as if such illegal, invalid or void provision were not a part of the Agreement, and the remainder of the Agreement shall remain in full force and effect.

Priority of Documents: In the event of a conflict between the terms of this Agreement and the *Road To Child Outcomes* Contract between the ELC and SBBC, the terms and conditions of the *Road To Child Outcomes* Contract shall prevail.

Termination: This Agreement may be terminated by either party at any time upon no less than seven (7) days written notice to the other party.

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.

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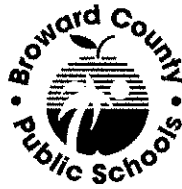


The addresses in each case shall be as follows:

Childcare Provider: Koinonia Worship Center & Village, Inc.
d/b/a Mimi's Learning Center
4900 Hallandale Beach Blvd
Pembroke Park, Florida 33023
Attn: Bloneva Jones

SBBC: The School Board of Broward County, Florida

600 S.E. Third Avenue
Fort Lauderdale, FL 33301
Attn: Dr. Lori Canning
Early Childhood Education Department, Sixth Floor



FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By

A handwritten signature in black ink, appearing to be "Patricia Good", written over a horizontal line.

Patricia Good, Chair

ATTEST:

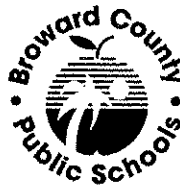
A handwritten signature in black ink, appearing to be "Robert W. Runcie", written over a horizontal line.

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

A handwritten signature in black ink, appearing to be "Michael J. ...", written over a horizontal line. To the right of the signature is the date "05/01/14".

Office of the General Counsel



FOR KOINONIA WORSHIP CENTER & VILLAGE, INC d/b/a MIMI'S LEARNING CENTER

(Corporate Seal)

Koinonia Worship Center & Village, Inc.
d/b/a Mimi's Learning Center

ATTEST:

By [Signature]

_____, Secretary
-or-

Witness

Witness

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

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29th day of January, 2014 by Eric H. Jones of Koinonia Worship Center, on behalf of the corporation/agency.

He/She is personally known to me or produced [checkmark] as identification and did/did not first take an oath. Type of Identification

My Commission Expires:



MONETTA WHITEHEAD
MY COMMISSION # EE 834227
EXPIRES: September 11, 2016
Bonded Thru Budget Notary Services

(SEAL)

Monetta Whitehead
Signature – Notary Public

Monetta Whitehead
Printed Name of Notary

EE 834227
Notary's Commission No.



**ROAD TO CHILD OUTCOMES
PARTICIPANT AGREEMENT**

This Agreement is made this 9th day of June 2014 by and between The School Board of Broward County, Florida (hereinafter referred to as "SBBC"), and **Memorial Regional Child Care**, (hereinafter referred to as "Child Care Provider").

WHEREAS, the goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the Early Care and Education Community; building on national best practices and adapting evidenced based exemplary practices focused on the Child, Family, and Teacher and Learning Environment, in order to realize maximum outcomes for children in identified communities.

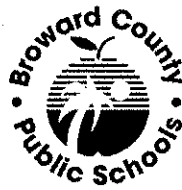
NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

Definitions:

- (1) *Early Learning Coalition of Broward County, Inc.* (ELC) – A not-for-profit agency governed by a Board of 25 individuals representing business, community, and early childhood leaders, as delineated in the Local Coalition Plan and approved by Florida's Office of Early Learning. The mission of the ELC is: to provide the resources, advocacy, leadership, coordination and oversight for early care and education from birth to school-age and to support access to school-age care to ensure children's success in school.
- (2) *Contracted Service Provider* - An agency contracted by the ELC to provide services under the Road to Child Outcomes initiative.
- (3) *Child Care Provider* - An organization that provides direct child care and early education services that will receive services under the *Road to Child Outcomes* Initiative.
- (4) *Road to Child Outcomes Contract* - The contract entered into by the ELC and SBBC to deliver *Road to Child Outcomes* services as described and set forth in said contract. The Road to Child Outcomes Contract is incorporated herein by reference.
- (5) *Road to Child Outcomes Initiative* - The goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the early care and education community; building on national best practices and adapting evidenced based exemplary practices focused on the child, family, and teacher and learning environment, realizing maximum outcomes for children in identified communities.

Responsibilities of SBBC in its capacity as a Contracted Service Provider:

In accordance with the Road to Child Outcomes Contract, SBBC will provide services that support the major *Road to Child Outcomes* program goals as follows:



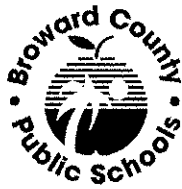
Major Program Goals

- (1) Child Focus:** Within designated/approved early education facilities, provide oversight of *Road to Child Outcomes* activities including referral, evaluation, and longitudinal tracking/monitoring between developmental screening, classroom instruction, child developmental assessments, and kindergarten readiness.

 - (a)** Ensure that each *Child Care Provider* conducts regular assessments of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, with the results used to inform instruction.
 - (b)** Ensure that each *Child Care Provider* provides the appropriate screens and assessments and work with “Master Teacher Teams”, as the term is defined in the *Road to Child Outcomes* contract between the ELC and the Contract Service Provider, to ensure children are receiving the education instruction and supports necessary to maximize their development. The children’s development will be measured by an approved nationally researched based, comprehensive early childhood, electronic child assessment system.
- (2) Family Focus:** Provide family engagement and support services to families of children participating in the *Road to Child Outcomes* consistent with the Center for Social Policy – Strengthening Families Approach that will provide additional tools, opportunities, and information to parents to help empower parents to advocate on behalf of their child, as well as to be an active part of their child’s development as the child’s “first teacher” and partner with their child’s early care and education facility. The requirements for complying with the Center for Social Policy – Strengthening Families Approach is set forth at the following website address: (<http://www.cssp.org/reform/strengthening-families/the-basics/the-strengthening-families-approach>)

 - (a)** The family engagement services shall involve both a family and their child’s early education facility.
 - (b)** The family engagement services provided will be consistent with the educational curriculum and developmental experiences the child is experiencing in his or her classroom.
 - (c)** The family engagement services will strive to provide expanded positive life experiences for parents that they can share with their children.
- (3) Teacher and Learning Environment Focus:** Provide services designed to attain and support implementation of quality standards in early learning programs.

 - (a)** Establish “Master Teacher Teams” whose primary role will be to visit classrooms and coach teachers using reflective practice to improve instruction.
 - (b)** Ensure “Master Teacher Teams” administer program evaluation instruments to measure practices in preschool classrooms (e.g., CLASS™, ERS®, TSG®); plan and present training opportunities to improve programmatic areas; provide follow-up



support individualized to the level of teacher development; and plan procedures for performance based assessments to ensure reliable collection of child outcome information through portfolio review meetings and professional development.

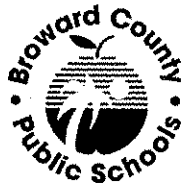
Responsibilities of Memorial Regional Child Care in its capacity as *Childcare Provider*:

- (1) Inform and orient all staff at the child care facility about involvement with *Road to Child Outcomes*, the benefits, and requirements.
- (2) Participate in the *Community of Practice* professional development initiative sponsored by the ELC.
- (3) Ensure all participating instructional classroom staff completes available training in identified tools such as Classroom Assessment Scoring System (CLASS) and Teaching Strategies GOLD (TSG) in a timely manner and follow through with implementation plans, and reliability checks.
- (4) Facilitate access of the Master Teachers and other *Road to Child Outcomes* initiative staff to the child care center, classrooms, and teachers, for purposes of conducting observations (e.g. CLASS), providing coaching, other professional development, and quality supports.
- (5) Ensure school staff implements CLASS dimensions into their everyday interactions as agreed upon between the Family Central coach and the teacher.
- (6) Ensure school staff documents children's progress and inputs data in the TSG website, generates reports, and makes planning decisions based on data.
- (7) Identify and put into action a leadership team including the director, to provide ongoing support and insight to staff, sustainability of effective teacher-child interactions according to CLASS, and using the child assessment information from TSG, develop plans to support children's learning outcomes.
- (8) Work in partnership with Parent Educator, Master Teachers, and other *Road to Child Outcomes* initiative staff, to implement family engagement and support services provided by SBBC.
- (9) Work in partnership with Master Teachers and other *Road to Child Outcomes* initiative staff to achieve and maintain overall high quality care including the learning environment to realize maximum child outcomes.

Indemnification

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

- (1) By Contracted Provider: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of



negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

- (2) By Child Care Provider: *Childcare Provider* agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Childcare Provider*, its agents, servants or employees; the equipment of *Childcare Provider* its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *Childcare Provider* or the negligence of *Childcare Provider's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by *Childcare Provider*, SBBC or otherwise.

Miscellaneous

Term and Effective Date: The Agreement shall begin upon execution by all parties and remain in effect so long as the *Road to Child Outcomes* Participation Agreement is in effect.

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

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

No Waiver of Sovereign Immunity: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



Agreement Modification: This Agreement may be modified during its initial term or any renewal term by mutual agreement of the parties provided such agreement is in writing and executed by both parties.

Entire Instrument: The Agreement constitutes the entire instrument relating to the subject matter hereof and supersedes all prior and contemporaneous instruments, understandings, negotiations, and discussions, both written and oral, among such parties with respect to such subject matter. There are no representations, promises or undertakings other than those expressly set forth in the Agreement.

No Waiver: No waiver of any provisions of the Agreement will constitute a waiver of any other provisions of the Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

No Third Party Beneficiary: Nothing expressed or implied in the Agreement shall be construed to confer upon or give any rights or remedies to any person other than the parties hereto and their respective successors and assigns.

Venue: This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida.

Severability: If any provision, term, or condition of the Agreement is held to be illegal, invalid, or void for any reason whatsoever, by any court of competent jurisdiction, and such declaration shall be finally upheld on any and all appeals and petitions taken therefrom, the Agreement shall be read as if such illegal, invalid or void provision were not a part of the Agreement, and the remainder of the Agreement shall remain in full force and effect.

Priority of Documents: In the event of a conflict between the terms of this Agreement and the *Road To Child Outcomes* Contract between the ELC and SBBC, the terms and conditions of the *Road To Child Outcomes* Contract shall prevail.

Termination: This Agreement may be terminated by either party at any time upon no less than seven (7) days written notice to the other party.

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.

Notice: Any notices, communications and waivers under this Agreement shall be in writing and shall be as delivered by the following methods: (i) hand delivery, (ii) by depositing such notice in the United States mail, certified or registered mail with return receipt requested, postage prepaid or (iii) via overnight air courier service. Unless otherwise provided in this Agreement, notice by registered or certified mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery it shall be presumed to have been delivered on the seventh day after it was deposited in the mail.



The addresses in each case shall be as follows:

Childcare Provider: Memorial Regional Child Care
1850 N Park Road
Hollywood, FL 33021
Attn: Michelle Cabrera

SBBC: The School Board of Broward County, Florida

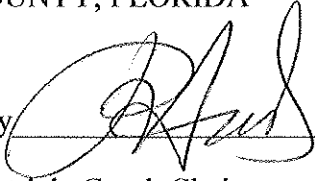
600 S.E. Third Avenue
Fort Lauderdale, FL 33301
Attn: Dr. Lori Canning
Early Childhood Education Department, Sixth Floor



FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

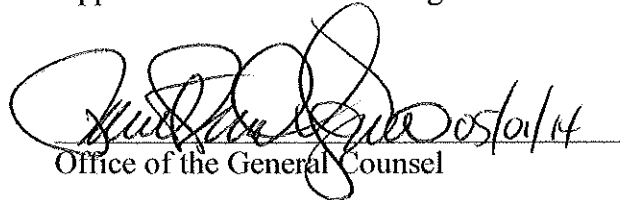
By 
Patricia Good, Chair

ATTEST:



Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel



FOR MEMORIAL REGIONAL CHILD CARE

(Corporate Seal)

Memorial Regional Child Care

ATTEST:

By Michele Cabrera
Manager

_____, Secretary

-or-

Joelle F. Aramis
Witness

Rica Vivian
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 18 day of February, 2014 by Michele Cabrera of

Name of Person

Memorial Regional Child Care, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced personally known to me as identification and did/did not first take an oath.

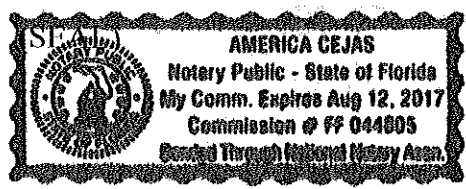
Type of Identification

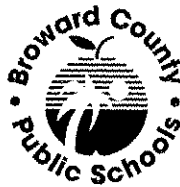
My Commission Expires: 8-12-17

America Cejas
Signature - Notary Public

America Cejas
Printed Name of Notary

FF044805
Notary's Commission No.





**ROAD TO CHILD OUTCOMES
PARTICIPANT AGREEMENT**

This Agreement is made this 9th day of June 2014 by and between The School Board of Broward County, Florida (hereinafter referred to as "SBBC"), and **Miramar United Methodist Preschool**, (hereinafter referred to as "Child Care Provider").

WHEREAS, the goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the Early Care and Education Community; building on national best practices and adapting evidenced based exemplary practices focused on the Child, Family, and Teacher and Learning Environment, in order to realize maximum outcomes for children in identified communities.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

Definitions:

- (1) *Early Learning Coalition of Broward County, Inc.* (ELC) – A not-for-profit agency governed by a Board of 25 individuals representing business, community, and early childhood leaders, as delineated in the Local Coalition Plan and approved by Florida's Office of Early Learning. The mission of the ELC is: to provide the resources, advocacy, leadership, coordination and oversight for early care and education from birth to school-age and to support access to school-age care to ensure children's success in school.
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- (5) *Road to Child Outcomes Initiative* - The goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the early care and education community; building on national best practices and adapting evidenced based exemplary practices focused on the child, family, and teacher and learning environment, realizing maximum outcomes for children in identified communities.

Responsibilities of SBBC in its capacity as a Contracted Service Provider:

In accordance with the Road to Child Outcomes Contract, SBBC will provide services that support the major *Road to Child Outcomes* program goals as follows:



Major Program Goals

- (1) **Child Focus:** Within designated/approved early education facilities, provide oversight of *Road to Child Outcomes* activities including referral, evaluation, and longitudinal tracking/monitoring between developmental screening, classroom instruction, child developmental assessments, and kindergarten readiness.
 - (a) Ensure that each *Child Care Provider* conducts regular assessments of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, with the results used to inform instruction.
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- (2) **Family Focus:** Provide family engagement and support services to families of children participating in the *Road to Child Outcomes* consistent with the Center for Social Policy – Strengthening Families Approach that will provide additional tools, opportunities, and information to parents to help empower parents to advocate on behalf of their child, as well as to be an active part of their child’s development as the child’s “first teacher” and partner with their child’s early care and education facility. The requirements for complying with the Center for Social Policy – Strengthening Families Approach is set forth at the following website address: (<http://www.cssp.org/reform/strengthening-families/the-basics/the-strengthening-families-approach>)
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 - (c) The family engagement services will strive to provide expanded positive life experiences for parents that they can share with their children.
- (3) **Teacher and Learning Environment Focus:** Provide services designed to attain and support implementation of quality standards in early learning programs.
 - (a) Establish “Master Teacher Teams” whose primary role will be to visit classrooms and coach teachers using reflective practice to improve instruction.
 - (b) Ensure “Master Teacher Teams” administer program evaluation instruments to measure practices in preschool classrooms (e.g., CLASS™, ERS®, TSG®); plan and present training opportunities to improve programmatic areas; provide follow-up



support individualized to the level of teacher development; and plan procedures for performance based assessments to ensure reliable collection of child outcome information through portfolio review meetings and professional development.

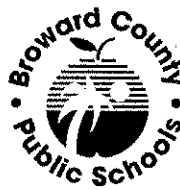
Responsibilities of Miramar United Methodist Preschool in its capacity as *Childcare*

Provider:

- (1) Inform and orient all staff at the child care facility about involvement with *Road to Child Outcomes*, the benefits, and requirements.
- (2) Participate in the *Community of Practice* professional development initiative sponsored by the ELC.
- (3) Ensure all participating instructional classroom staff completes available training in identified tools such as Classroom Assessment Scoring System (CLASS) and Teaching Strategies GOLD (TSG) in a timely manner and follow through with implementation plans, and reliability checks.
- (4) Facilitate access of the Master Teachers and other *Road to Child Outcomes* initiative staff to the child care center, classrooms, and teachers, for purposes of conducting observations (e.g. CLASS), providing coaching, other professional development, and quality supports.
- (5) Ensure school staff implements CLASS dimensions into their everyday interactions as agreed upon between the Family Central coach and the teacher.
- (6) Ensure school staff documents children's progress and inputs data in the TSG website, generates reports, and makes planning decisions based on data.
- (7) Identify and put into action a leadership team including the director, to provide ongoing support and insight to staff, sustainability of effective teacher-child interactions according to CLASS, and using the child assessment information from TSG, develop plans to support children's learning outcomes.
- (8) Work in partnership with Parent Educator, Master Teachers, and other *Road to Child Outcomes* initiative staff, to implement family engagement and support services provided by SBBC.
- (9) Work in partnership with Master Teachers and other *Road to Child Outcomes* initiative staff to achieve and maintain overall high quality care including the learning environment to realize maximum child outcomes.

Indemnification

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



- (1) By Contracted Provider: *SBBC* agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (2) By Child Care Provider: *Childcare Provider* agrees to indemnify, hold harmless and defend *SBBC*, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which *SBBC*, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Childcare Provider*, its agents, servants or employees; the equipment of *Childcare Provider* its agents, servants or employees while such equipment is on premises owned or controlled by *SBBC*; or the negligence of *Childcare Provider* or the negligence of *Childcare Provider's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including *SBBC's* property, and injury or death of any person whether employed by *Childcare Provider*, *SBBC* or otherwise.

Miscellaneous

Term and Effective Date: The Agreement shall begin upon execution by all parties and remain in effect so long as the *Road to Child Outcomes* Participation Agreement is in effect.

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

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

No Waiver of Sovereign Immunity: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



Agreement Modification: This Agreement may be modified during its initial term or any renewal term by mutual agreement of the parties provided such agreement is in writing and executed by both parties.

Entire Instrument: The Agreement constitutes the entire instrument relating to the subject matter hereof and supersedes all prior and contemporaneous instruments, understandings, negotiations, and discussions, both written and oral, among such parties with respect to such subject matter. There are no representations, promises or undertakings other than those expressly set forth in the Agreement.

No Waiver: No waiver of any provisions of the Agreement will constitute a waiver of any other provisions of the Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

No Third Party Beneficiary: Nothing expressed or implied in the Agreement shall be construed to confer upon or give any rights or remedies to any person other than the parties hereto and their respective successors and assigns.

Venue: This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida.

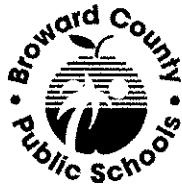
Severability: If any provision, term, or condition of the Agreement is held to be illegal, invalid, or void for any reason whatsoever, by any court of competent jurisdiction, and such declaration shall be finally upheld on any and all appeals and petitions taken therefrom, the Agreement shall be read as if such illegal, invalid or void provision were not a part of the Agreement, and the remainder of the Agreement shall remain in full force and effect.

Priority of Documents: In the event of a conflict between the terms of this Agreement and the *Road To Child Outcomes* Contract between the ELC and SBBC, the terms and conditions of the *Road To Child Outcomes* Contract shall prevail.

Termination: This Agreement may be terminated by either party at any time upon no less than seven (7) days written notice to the other party.

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.

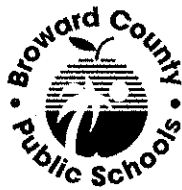
Notice: Any notices, communications and waivers under this Agreement shall be in writing and shall be as delivered by the following methods: (i) hand delivery, (ii) by depositing such notice in the United States mail, certified or registered mail with return receipt requested, postage prepaid or (iii) via overnight air courier service. Unless otherwise provided in this Agreement, notice by registered or certified mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery it shall be presumed to have been delivered on the seventh day after it was deposited in the mail.



The addresses in each case shall be as follows:

Childcare Provider: Miramar United Methodist Preschool
2507 Utopia Drive
Miramar, Florida 33023
Attn: Marleni Brant-Pomare

SBBC: The School Board of Broward County, Florida
600 S.E. Third Avenue
Fort Lauderdale, FL 33301
Attn: Dr. Lori Canning
Early Childhood Education Department, Sixth Floor



FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By  _____

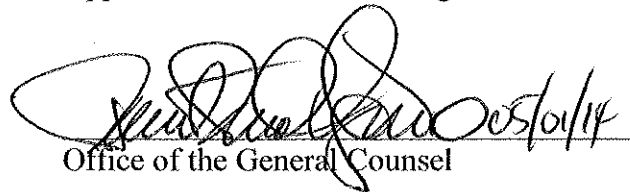
Patricia Good, Chair

ATTEST:



Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel



FOR MIRAMAR UNITED METHODIST PRESCHOOL

(Corporate Seal)

Miramar United Methodist Preschool

ATTEST:

By Masleni Brant-Pomare

Bethune Daey
Secretary

-or-

Witness

Witness

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

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 27 day of

June, 2014 by Masleni Brant-Pomare of

Name of Person

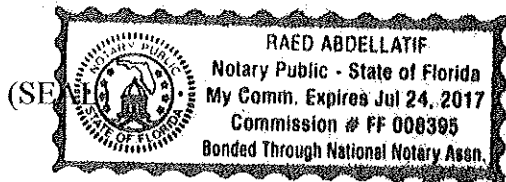
Miramar United Methodist, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced Florida D-1 as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]
Signature - Notary Public

Raed Abdelatif
Printed Name of Notary



Notary's Commission No.



**ROAD TO CHILD OUTCOMES
PARTICIPANT AGREEMENT**

This Agreement is made this 9th day of June 2014 by and between The School Board of Broward County, Florida (hereinafter referred to as "SBBC"), and **New Mirawood Academy, Inc.**, (hereinafter referred to as "Child Care Provider").

WHEREAS, the goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the Early Care and Education Community; building on national best practices and adapting evidenced based exemplary practices focused on the Child, Family, and Teacher and Learning Environment, in order to realize maximum outcomes for children in identified communities.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

Definitions:

- (1) *Early Learning Coalition of Broward County, Inc. (ELC)* – A not-for-profit agency governed by a Board of 25 individuals representing business, community, and early childhood leaders, as delineated in the Local Coalition Plan and approved by Florida's Office of Early Learning. The mission of the ELC is: to provide the resources, advocacy, leadership, coordination and oversight for early care and education from birth to school-age and to support access to school-age care to ensure children's success in school.
- (2) *Contracted Service Provider* - An agency contracted by the ELC to provide services under the Road To Child Outcomes initiative.
- (3) *Child Care Provider* - An organization that provides direct child care and early education services that will receive services under the *Road to Child Outcomes* Initiative.
- (4) *Road to Child Outcomes Contract* - The contract entered into by the ELC and SBBC to deliver *Road to Child Outcomes* services as described and set forth in said contract. The Road to Child Outcomes Contract is incorporated herein by reference.
- (5) *Road to Child Outcomes Initiative* - The goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the early care and education community; building on national best practices and adapting evidenced based exemplary practices focused on the child, family, and teacher and learning environment, realizing maximum outcomes for children in identified communities.

Responsibilities of SBBC in its capacity as a Contracted Service Provider:

In accordance with the Road to Child Outcomes Contract, SBBC will provide services that support the major *Road to Child Outcomes* program goals as follows:



Major Program Goals

- (1) **Child Focus:** Within designated/approved early education facilities, provide oversight of *Road to Child Outcomes* activities including referral, evaluation, and longitudinal tracking/monitoring between developmental screening, classroom instruction, child developmental assessments, and kindergarten readiness.
 - (a) Ensure that each *Child Care Provider* conducts regular assessments of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, with the results used to inform instruction.
 - (b) Ensure that each *Child Care Provider* provides the appropriate screens and assessments and work with “Master Teacher Teams”, as the term is defined in the *Road to Child Outcomes* contract between the ELC and the Contract Service Provider, to ensure children are receiving the education instruction and supports necessary to maximize their development. The children’s development will be measured by an approved nationally researched based, comprehensive early childhood, electronic child assessment system.
- (2) **Family Focus:** Provide family engagement and support services to families of children participating in the *Road to Child Outcomes* consistent with the Center for Social Policy – Strengthening Families Approach that will provide additional tools, opportunities, and information to parents to help empower parents to advocate on behalf of their child, as well as to be an active part of their child’s development as the child’s “first teacher” and partner with their child’s early care and education facility. The requirements for complying with the Center for Social Policy – Strengthening Families Approach is set forth at the following website address: (<http://www.cssp.org/reform/strengthening-families/the-basics/the-strengthening-families-approach>)
 - (a) The family engagement services shall involve both a family and their child’s early education facility.
 - (b) The family engagement services provided will be consistent with the educational curriculum and developmental experiences the child is experiencing in his or her classroom.
 - (c) The family engagement services will strive to provide expanded positive life experiences for parents that they can share with their children.
- (3) **Teacher and Learning Environment Focus:** Provide services designed to attain and support implementation of quality standards in early learning programs.
 - (a) Establish “Master Teacher Teams” whose primary role will be to visit classrooms and coach teachers using reflective practice to improve instruction.
 - (b) Ensure “Master Teacher Teams” administer program evaluation instruments to measure practices in preschool classrooms (e.g., CLASS™, ERS®, TSG®); plan and present training opportunities to improve programmatic areas; provide follow-up



support individualized to the level of teacher development; and plan procedures for performance based assessments to ensure reliable collection of child outcome information through portfolio review meetings and professional development.

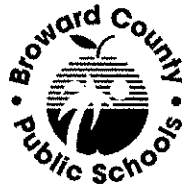
Responsibilities of New Mirawood Academy, Inc. in its capacity as *Childcare Provider*:

- (1) Inform and orient all staff at the child care facility about involvement with *Road to Child Outcomes*, the benefits, and requirements.
- (2) Participate in the *Community of Practice* professional development initiative sponsored by the ELC.
- (3) Ensure all participating instructional classroom staff completes available training in identified tools such as Classroom Assessment Scoring System (CLASS) and Teaching Strategies GOLD (TSG) in a timely manner and follow through with implementation plans, and reliability checks.
- (4) Facilitate access of the Master Teachers and other *Road to Child Outcomes* initiative staff to the child care center, classrooms, and teachers, for purposes of conducting observations (e.g. CLASS), providing coaching, other professional development, and quality supports.
- (5) Ensure school staff implements CLASS dimensions into their everyday interactions as agreed upon between the Family Central coach and the teacher.
- (6) Ensure school staff documents children's progress and inputs data in the TSG website, generates reports, and makes planning decisions based on data.
- (7) Identify and put into action a leadership team including the director, to provide ongoing support and insight to staff, sustainability of effective teacher-child interactions according to CLASS, and using the child assessment information from TSG, develop plans to support children's learning outcomes.
- (8) Work in partnership with Parent Educator, Master Teachers, and other *Road to Child Outcomes* initiative staff, to implement family engagement and support services provided by SBBC.
- (9) Work in partnership with Master Teachers and other *Road to Child Outcomes* initiative staff to achieve and maintain overall high quality care including the learning environment to realize maximum child outcomes.

Indemnification

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

- (1) By Contracted Provider: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of



negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

- (2) By Child Care Provider: *Childcare Provider* agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Childcare Provider*, its agents, servants or employees; the equipment of *Childcare Provider* its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *Childcare Provider* or the negligence of *Childcare Provider's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by *Childcare Provider*, SBBC or otherwise.

Miscellaneous

Term and Effective Date: The Agreement shall begin upon execution by all parties and remain in effect so long as the *Road to Child Outcomes* Participation Agreement is in effect.

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

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

No Waiver of Sovereign Immunity: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



Agreement Modification: This Agreement may be modified during its initial term or any renewal term by mutual agreement of the parties provided such agreement is in writing and executed by both parties.

Entire Instrument: The Agreement constitutes the entire instrument relating to the subject matter hereof and supersedes all prior and contemporaneous instruments, understandings, negotiations, and discussions, both written and oral, among such parties with respect to such subject matter. There are no representations, promises or undertakings other than those expressly set forth in the Agreement.

No Waiver: No waiver of any provisions of the Agreement will constitute a waiver of any other provisions of the Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

No Third Party Beneficiary: Nothing expressed or implied in the Agreement shall be construed to confer upon or give any rights or remedies to any person other than the parties hereto and their respective successors and assigns.

Venue: This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida.

Severability: If any provision, term, or condition of the Agreement is held to be illegal, invalid, or void for any reason whatsoever, by any court of competent jurisdiction, and such declaration shall be finally upheld on any and all appeals and petitions taken therefrom, the Agreement shall be read as if such illegal, invalid or void provision were not a part of the Agreement, and the remainder of the Agreement shall remain in full force and effect.

Priority of Documents: In the event of a conflict between the terms of this Agreement and the *Road To Child Outcomes* Contract between the ELC and SBBC, the terms and conditions of the *Road To Child Outcomes* Contract shall prevail.

Termination: This Agreement may be terminated by either party at any time upon no less than seven (7) days written notice to the other party.

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.

Notice: Any notices, communications and waivers under this Agreement shall be in writing and shall be as delivered by the following methods: (i) hand delivery, (ii) by depositing such notice in the United States mail, certified or registered mail with return receipt requested, postage prepaid or (iii) via overnight air courier service. Unless otherwise provided in this Agreement, notice by registered or certified mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery it shall be presumed to have been delivered on the seventh day after it was deposited in the mail.

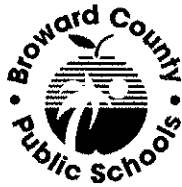


The addresses in each case shall be as follows:

Childcare Provider: New Mirawood Academy, Inc.
5820 W Hallandale Beach Blvd.
Hollywood, FL 33023
Attn: Dr. Joy Gordon

SBBC: The School Board of Broward County, Florida

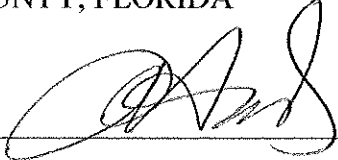
600 S.E. Third Avenue
Fort Lauderdale, FL 33301
Attn: Dr. Lori Canning,
Early Childhood Education Department, Sixth Floor



FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By  _____

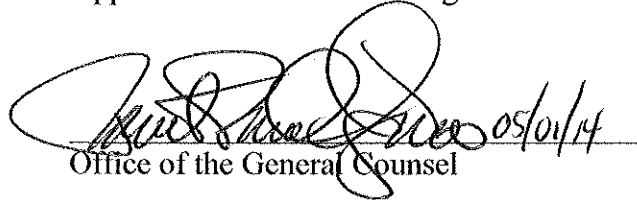
Patricia Good, Chair

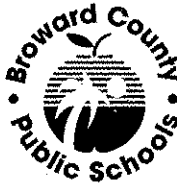
ATTEST:



Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 05/01/14
Office of the General Counsel



FOR New Mirawood Academy, Inc.

(Corporate Seal)

New Mirawood Academy, Inc.

ATTEST:

By [Signature]

_____, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

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

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 8th day of January, 2014 by Joy Gordon of

Name of Person

New Mirawood Academy, Inc., on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:



KATHY D. WILLIAMS
MY COMMISSION # EE 192027
EXPIRES: April 23, 2016
Bonded thru Budget Notary Services

[Signature]
Signature - Notary Public

Kathy Diane Williams
Printed Name of Notary

(SEAL)

EE19027
Notary's Commission No.



**ROAD TO CHILD OUTCOMES
PARTICIPANT AGREEMENT**

This Agreement is made this 9th day of June 2014 by and between The School Board of Broward County, Florida (hereinafter referred to as "SBBC"), and **One Step at A Time Learning Academy, Inc.**, (hereinafter referred to as "Child Care Provider").

WHEREAS, the goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the Early Care and Education Community; building on national best practices and adapting evidenced based exemplary practices focused on the Child, Family, and Teacher and Learning Environment, in order to realize maximum outcomes for children in identified communities.

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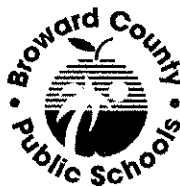
Major Program Goals

- (1) Child Focus:** Within designated/approved early education facilities, provide oversight of *Road to Child Outcomes* activities including referral, evaluation, and longitudinal tracking/monitoring between developmental screening, classroom instruction, child developmental assessments, and kindergarten readiness.

 - (a)** Ensure that each *Child Care Provider* conducts regular assessments of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, with the results used to inform instruction.
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support individualized to the level of teacher development; and plan procedures for performance based assessments to ensure reliable collection of child outcome information through portfolio review meetings and professional development.

Responsibilities of One Step at A Time Learning Academy, Inc. in its capacity as *Childcare Provider*:

- (1) Inform and orient all staff at the child care facility about involvement with *Road to Child Outcomes*, the benefits, and requirements.
- (2) Participate in the *Community of Practice* professional development initiative sponsored by the ELC.
- (3) Ensure all participating instructional classroom staff completes available training in identified tools such as Classroom Assessment Scoring System (CLASS) and Teaching Strategies GOLD (TSG) in a timely manner and follow through with implementation plans, and reliability checks.
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- (9) Work in partnership with Master Teachers and other *Road to Child Outcomes* initiative staff to achieve and maintain overall high quality care including the learning environment to realize maximum child outcomes.

Indemnification

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



- (1) By Contracted Provider: *SBBC* agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (2) By Child Care Provider: *Childcare Provider* agrees to indemnify, hold harmless and defend *SBBC*, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which *SBBC*, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Childcare Provider*, its agents, servants or employees; the equipment of *Childcare Provider* its agents, servants or employees while such equipment is on premises owned or controlled by *SBBC*; or the negligence of *Childcare Provider* or the negligence of *Childcare Provider's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including *SBBC's* property, and injury or death of any person whether employed by *Childcare Provider*, *SBBC* or otherwise.

Miscellaneous

Term and Effective Date: The Agreement shall begin upon execution by all parties and remain in effect so long as the *Road to Child Outcomes* Participation Agreement is in effect.

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

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

No Waiver of Sovereign Immunity: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



Agreement Modification: This Agreement may be modified during its initial term or any renewal term by mutual agreement of the parties provided such agreement is in writing and executed by both parties.

Entire Instrument: The Agreement constitutes the entire instrument relating to the subject matter hereof and supersedes all prior and contemporaneous instruments, understandings, negotiations, and discussions, both written and oral, among such parties with respect to such subject matter. There are no representations, promises or undertakings other than those expressly set forth in the Agreement.

No Waiver: No waiver of any provisions of the Agreement will constitute a waiver of any other provisions of the Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

No Third Party Beneficiary: Nothing expressed or implied in the Agreement shall be construed to confer upon or give any rights or remedies to any person other than the parties hereto and their respective successors and assigns.

Venue: This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida.

Severability: If any provision, term, or condition of the Agreement is held to be illegal, invalid, or void for any reason whatsoever, by any court of competent jurisdiction, and such declaration shall be finally upheld on any and all appeals and petitions taken therefrom, the Agreement shall be read as if such illegal, invalid or void provision were not a part of the Agreement, and the remainder of the Agreement shall remain in full force and effect.

Priority of Documents: In the event of a conflict between the terms of this Agreement and the *Road To Child Outcomes* Contract between the ELC and SBBC, the terms and conditions of the *Road To Child Outcomes* Contract shall prevail.

Termination: This Agreement may be terminated by either party at any time upon no less than seven (7) days written notice to the other party.

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.

Notice: Any notices, communications and waivers under this Agreement shall be in writing and shall be as delivered by the following methods: (i) hand delivery, (ii) by depositing such notice in the United States mail, certified or registered mail with return receipt requested, postage prepaid or (iii) via overnight air courier service. Unless otherwise provided in this Agreement, notice by registered or certified mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery it shall be presumed to have been delivered on the seventh day after it was deposited in the mail.

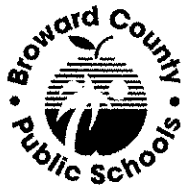


The addresses in each case shall be as follows:

Childcare Provider: One Step at A Time Learning Academy, Inc.
10000 Johnson Street
Pembroke Pines, Florida 33024
Attn: Annamaria Malavenda Garcia

SBBC: The School Board of Broward County, Florida

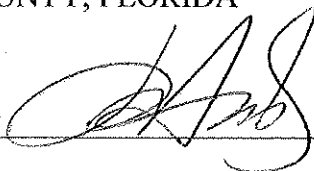
600 S.E. Third Avenue
Fort Lauderdale, FL 33301
Attn: Dr. Lori Canning
Early Childhood Education Department, Sixth Floor



FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By  _____

Patricia Good, Chair

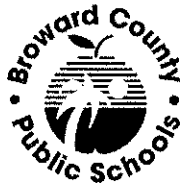
ATTEST:

 _____

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 05/01/14
Office of the General Counsel



FOR ONE STEP AT A TIME LEARNING ACADEMY, INC.

(Corporate Seal)

One Step at A Time Learning Academy, Inc.

ATTEST:

By Ana Maria M. Garcia

_____, Secretary

-or-

[Signature]
Witness

Monaima Cruzado
Witness

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

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 10th day of April, 2014 by Ana Maria M. Garcia of

One Step at a Time Learning Academy, on behalf of the corporation/agency.
Name of Corporation or Agency

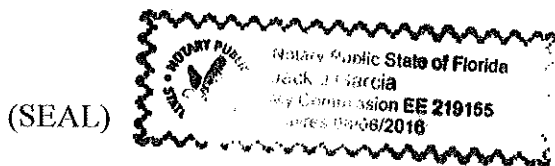
He/She is personally known to me or produced personally known as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

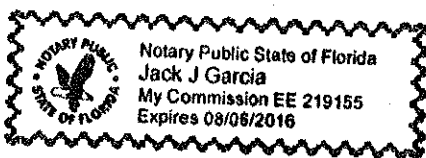
[Signature]
Signature of Notary Public

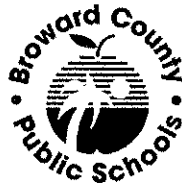
Jack J. Garcia
Printed Name of Notary

EE 219155
Notary's Commission No.



(SEAL)





**ROAD TO CHILD OUTCOMES
PARTICIPANT AGREEMENT**

This Agreement is made this 9th day of June 2014 by and between The School Board of Broward County, Florida (hereinafter referred to as "SBBC"), and **AACE, Inc. d/b/a Oxford Academy of Miramar**, (hereinafter referred to as "Child Care Provider").

WHEREAS, the goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the Early Care and Education Community; building on national best practices and adapting evidenced based exemplary practices focused on the Child, Family, and Teacher and Learning Environment, in order to realize maximum outcomes for children in identified communities.

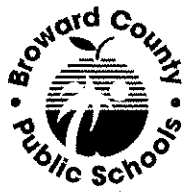
NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

Definitions:

- (1) *Early Learning Coalition of Broward County, Inc.* (ELC) – A not-for-profit agency governed by a Board of 25 individuals representing business, community, and early childhood leaders, as delineated in the Local Coalition Plan and approved by Florida's Office of Early Learning. The mission of the ELC is: to provide the resources, advocacy, leadership, coordination and oversight for early care and education from birth to school-age and to support access to school-age care to ensure children's success in school.
- (2) *Contracted Service Provider* - An agency contracted by the ELC to provide services under the Road To Child Outcomes initiative.
- (3) *Child Care Provider* - An organization that provides direct child care and early education services that will receive services under the *Road to Child Outcomes* Initiative.
- (4) *Road to Child Outcomes Contract* - The contract entered into by the ELC and SBBC to deliver *Road to Child Outcomes* services as described and set forth in said contract. The Road to Child Outcomes Contract is incorporated herein by reference.
- (5) *Road to Child Outcomes Initiative* - The goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the early care and education community; building on national best practices and adapting evidenced based exemplary practices focused on the child, family, and teacher and learning environment, realizing maximum outcomes for children in identified communities.

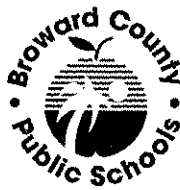
Responsibilities of SBBC in its capacity as a Contracted Service Provider:

In accordance with the Road to Child Outcomes Contract, SBBC will provide services that support the major *Road to Child Outcomes* program goals as follows:



Major Program Goals

- (1) **Child Focus:** Within designated/approved early education facilities, provide oversight of *Road to Child Outcomes* activities including referral, evaluation, and longitudinal tracking/monitoring between developmental screening, classroom instruction, child developmental assessments, and kindergarten readiness.
 - (a) Ensure that each *Child Care Provider* conducts regular assessments of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, with the results used to inform instruction.
 - (b) Ensure that each *Child Care Provider* provides the appropriate screens and assessments and work with “Master Teacher Teams”, as the term is defined in the *Road to Child Outcomes* contract between the ELC and the Contract Service Provider, to ensure children are receiving the education instruction and supports necessary to maximize their development. The children’s development will be measured by an approved nationally researched based, comprehensive early childhood, electronic child assessment system.
- (2) **Family Focus:** Provide family engagement and support services to families of children participating in the *Road to Child Outcomes* consistent with the Center for Social Policy – Strengthening Families Approach that will provide additional tools, opportunities, and information to parents to help empower parents to advocate on behalf of their child, as well as to be an active part of their child’s development as the child’s “first teacher” and partner with their child’s early care and education facility. The requirements for complying with the Center for Social Policy – Strengthening Families Approach is set forth at the following website address: (<http://www.cssp.org/reform/strengthening-families/the-basics/the-strengthening-families-approach>)
 - (a) The family engagement services shall involve both a family and their child’s early education facility.
 - (b) The family engagement services provided will be consistent with the educational curriculum and developmental experiences the child is experiencing in his or her classroom.
 - (c) The family engagement services will strive to provide expanded positive life experiences for parents that they can share with their children.
- (3) **Teacher and Learning Environment Focus:** Provide services designed to attain and support implementation of quality standards in early learning programs.
 - (a) Establish “Master Teacher Teams” whose primary role will be to visit classrooms and coach teachers using reflective practice to improve instruction.
 - (b) Ensure “Master Teacher Teams” administer program evaluation instruments to measure practices in preschool classrooms (e.g., CLASS[™], ERS[®], TSG[®]); plan and present training opportunities to improve programmatic areas; provide follow-up



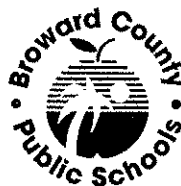
support individualized to the level of teacher development; and plan procedures for performance based assessments to ensure reliable collection of child outcome information through portfolio review meetings and professional development.

Responsibilities of AACE, Inc. d/b/a Oxford Academy of Miramar in its capacity as Childcare Provider:

- (1) Inform and orient all staff at the child care facility about involvement with *Road to Child Outcomes*, the benefits, and requirements.
- (2) Participate in the *Community of Practice* professional development initiative sponsored by the ELC.
- (3) Ensure all participating instructional classroom staff completes available training in identified tools such as Classroom Assessment Scoring System (CLASS) and Teaching Strategies GOLD (TSG) in a timely manner and follow through with implementation plans, and reliability checks.
- (4) Facilitate access of the Master Teachers and other *Road to Child Outcomes* initiative staff to the child care center, classrooms, and teachers, for purposes of conducting observations (e.g. CLASS), providing coaching, other professional development, and quality supports.
- (5) Ensure school staff implements CLASS dimensions into their everyday interactions as agreed upon between the Family Central coach and the teacher.
- (6) Ensure school staff documents children's progress and inputs data in the TSG website, generates reports, and makes planning decisions based on data.
- (7) Identify and put into action a leadership team including the director, to provide ongoing support and insight to staff, sustainability of effective teacher-child interactions according to CLASS, and using the child assessment information from TSG, develop plans to support children's learning outcomes.
- (8) Work in partnership with Parent Educator, Master Teachers, and other *Road to Child Outcomes* initiative staff, to implement family engagement and support services provided by SBBC.
- (9) Work in partnership with Master Teachers and other *Road to Child Outcomes* initiative staff to achieve and maintain overall high quality care including the learning environment to realize maximum child outcomes.

Indemnification

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



- (1) By Contracted Provider: *SBBC* agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (2) By Child Care Provider: *Childcare Provider* agrees to indemnify, hold harmless and defend *SBBC*, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which *SBBC*, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Childcare Provider*, its agents, servants or employees; the equipment of *Childcare Provider* its agents, servants or employees while such equipment is on premises owned or controlled by *SBBC*; or the negligence of *Childcare Provider* or the negligence of *Childcare Provider's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including *SBBC's* property, and injury or death of any person whether employed by *Childcare Provider*, *SBBC* or otherwise.

Miscellaneous

Term and Effective Date: The Agreement shall begin upon execution by all parties and remain in effect so long as the *Road to Child Outcomes* Participation Agreement is in effect.

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

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

No Waiver of Sovereign Immunity: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



Agreement Modification: This Agreement may be modified during its initial term or any renewal term by mutual agreement of the parties provided such agreement is in writing and executed by both parties.

Entire Instrument: The Agreement constitutes the entire instrument relating to the subject matter hereof and supersedes all prior and contemporaneous instruments, understandings, negotiations, and discussions, both written and oral, among such parties with respect to such subject matter. There are no representations, promises or undertakings other than those expressly set forth in the Agreement.

No Waiver: No waiver of any provisions of the Agreement will constitute a waiver of any other provisions of the Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

No Third Party Beneficiary: Nothing expressed or implied in the Agreement shall be construed to confer upon or give any rights or remedies to any person other than the parties hereto and their respective successors and assigns.

Venue: This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida.

Severability: If any provision, term, or condition of the Agreement is held to be illegal, invalid, or void for any reason whatsoever, by any court of competent jurisdiction, and such declaration shall be finally upheld on any and all appeals and petitions taken therefrom, the Agreement shall be read as if such illegal, invalid or void provision were not a part of the Agreement, and the remainder of the Agreement shall remain in full force and effect.

Priority of Documents: In the event of a conflict between the terms of this Agreement and the *Road To Child Outcomes* Contract between the ELC and SBBC, the terms and conditions of the *Road To Child Outcomes* Contract shall prevail.

Termination: This Agreement may be terminated by either party at any time upon no less than seven (7) days written notice to the other party.

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.

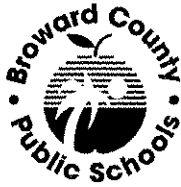
Notice: Any notices, communications and waivers under this Agreement shall be in writing and shall be as delivered by the following methods: (i) hand delivery, (ii) by depositing such notice in the United States mail, certified or registered mail with return receipt requested, postage prepaid or (iii) via overnight air courier service. Unless otherwise provided in this Agreement, notice by registered or certified mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery it shall be presumed to have been delivered on the seventh day after it was deposited in the mail.



The addresses in each case shall be as follows:

Childcare Provider: AACE, Inc. d/b/a Oxford Academy of Miramar
6138 SW 30th Street
Miramar, Florida 33023
Attn: Jody Sheres

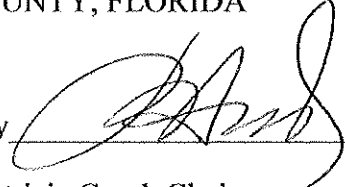
SBBC: The School Board of Broward County, Florida
600 S.E. Third Avenue
Fort Lauderdale, FL 33301
Attn: Dr. Lori Canning
Early Childhood Education Department, Sixth Floor



FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

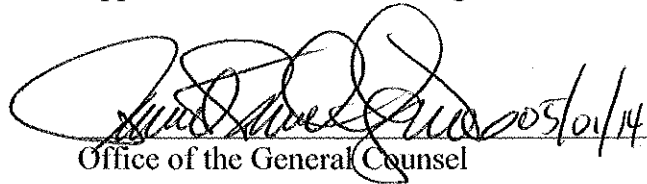
By  _____
Patricia Good, Chair

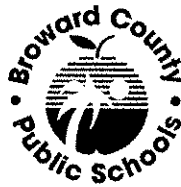
ATTEST:

 _____

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 05/01/14
Office of the General Counsel



FOR AACE, INC. d/b/a OXFORD ACADEMY OF MIRAMAR

(Corporate Seal)

Miramar
ATTEST:

AACE, Inc. d/b/a Oxford Academy of

By Brigida Romero

_____, Secretary

-or-

Walk

Witness

V. S. [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 27 day of January, 2014 by Brigida Romero of AACE, Inc. d/b/a Oxford Academy on behalf of the corporation/agency. of Miramar

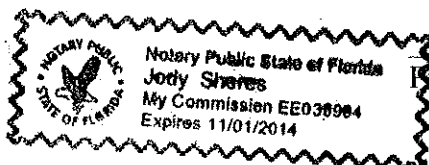
He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:

Jody Sheres

Signature - Notary Public

(SEAL)



Jody Sheres

Printed Name of Notary

Notary's Commission No.



**ROAD TO CHILD OUTCOMES
PARTICIPANT AGREEMENT**

This Agreement is made this 9th day of June, 2014 by and between The School Board of Broward County, Florida (hereinafter referred to as "SBBC"), and **Pembroke Park Montessori School, Inc.**, (hereinafter referred to as "Child Care Provider").

WHEREAS, the goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the Early Care and Education Community; building on national best practices and adapting evidenced based exemplary practices focused on the Child, Family, and Teacher and Learning Environment, in order to realize maximum outcomes for children in identified communities.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

Definitions:

- (1) *Early Learning Coalition of Broward County, Inc.* (ELC) – A not-for-profit agency governed by a Board of 25 individuals representing business, community, and early childhood leaders, as delineated in the Local Coalition Plan and approved by Florida's Office of Early Learning. The mission of the ELC is: to provide the resources, advocacy, leadership, coordination and oversight for early care and education from birth to school-age and to support access to school-age care to ensure children's success in school.
- (2) *Contracted Service Provider* - An agency contracted by the ELC to provide services under the Road To Child Outcomes initiative.
- (3) *Child Care Provider* - An organization that provides direct child care and early education services that will receive services under the *Road to Child Outcomes* Initiative.
- (4) *Road to Child Outcomes Contract* - The contract entered into by the ELC and SBBC to deliver *Road to Child Outcomes* services as described and set forth in said contract. The Road to Child Outcomes Contract is incorporated herein by reference.
- (5) *Road to Child Outcomes Initiative* - The goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the early care and education community; building on national best practices and adapting evidenced based exemplary practices focused on the child, family, and teacher and learning environment, realizing maximum outcomes for children in identified communities.

Responsibilities of SBBC in its capacity as a Contracted Service Provider:

In accordance with the Road to Child Outcomes Contract, SBBC will provide services that support the major *Road to Child Outcomes* program goals as follows:



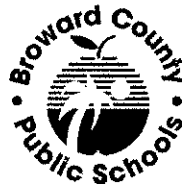
Major Program Goals

- (1) Child Focus:** Within designated/approved early education facilities, provide oversight of *Road to Child Outcomes* activities including referral, evaluation, and longitudinal tracking/monitoring between developmental screening, classroom instruction, child developmental assessments, and kindergarten readiness.

 - (a)** Ensure that each *Child Care Provider* conducts regular assessments of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, with the results used to inform instruction.
 - (b)** Ensure that each *Child Care Provider* provides the appropriate screens and assessments and work with “Master Teacher Teams”, as the term is defined in the *Road to Child Outcomes* contract between the ELC and the Contract Service Provider, to ensure children are receiving the education instruction and supports necessary to maximize their development. The children’s development will be measured by an approved nationally researched based, comprehensive early childhood, electronic child assessment system.
- (2) Family Focus:** Provide family engagement and support services to families of children participating in the *Road to Child Outcomes* consistent with the Center for Social Policy – Strengthening Families Approach that will provide additional tools, opportunities, and information to parents to help empower parents to advocate on behalf of their child, as well as to be an active part of their child’s development as the child’s “first teacher” and partner with their child’s early care and education facility. The requirements for complying with the Center for Social Policy – Strengthening Families Approach is set forth at the following website address: (<http://www.cssp.org/reform/strengthening-families/the-basics/the-strengthening-families-approach>)

 - (a)** The family engagement services shall involve both a family and their child’s early education facility.
 - (b)** The family engagement services provided will be consistent with the educational curriculum and developmental experiences the child is experiencing in his or her classroom.
 - (c)** The family engagement services will strive to provide expanded positive life experiences for parents that they can share with their children.
- (3) Teacher and Learning Environment Focus:** Provide services designed to attain and support implementation of quality standards in early learning programs.

 - (a)** Establish “Master Teacher Teams” whose primary role will be to visit classrooms and coach teachers using reflective practice to improve instruction.
 - (b)** Ensure “Master Teacher Teams” administer program evaluation instruments to measure practices in preschool classrooms (e.g., CLASS™, ERS®, TSG®); plan and present training opportunities to improve programmatic areas; provide follow-up



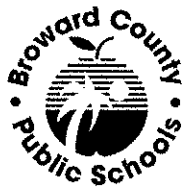
support individualized to the level of teacher development; and plan procedures for performance based assessments to ensure reliable collection of child outcome information through portfolio review meetings and professional development.

Responsibilities of Pembroke Park Montessori School, Inc. in its capacity as *Childcare Provider*:

- (1) Inform and orient all staff at the child care facility about involvement with *Road to Child Outcomes*, the benefits, and requirements.
- (2) Participate in the *Community of Practice* professional development initiative sponsored by the ELC.
- (3) Ensure all participating instructional classroom staff completes available training in identified tools such as Classroom Assessment Scoring System (CLASS) and Teaching Strategies GOLD (TSG) in a timely manner and follow through with implementation plans, and reliability checks.
- (4) Facilitate access of the Master Teachers and other *Road to Child Outcomes* initiative staff to the child care center, classrooms, and teachers, for purposes of conducting observations (e.g. CLASS), providing coaching, other professional development, and quality supports.
- (5) Ensure school staff implements CLASS dimensions into their everyday interactions as agreed upon between the Family Central coach and the teacher.
- (6) Ensure school staff documents children's progress and inputs data in the TSG website, generates reports, and makes planning decisions based on data.
- (7) Identify and put into action a leadership team including the director, to provide ongoing support and insight to staff, sustainability of effective teacher-child interactions according to CLASS, and using the child assessment information from TSG, develop plans to support children's learning outcomes.
- (8) Work in partnership with Parent Educator, Master Teachers, and other *Road to Child Outcomes* initiative staff, to implement family engagement and support services provided by SBBC.
- (9) Work in partnership with Master Teachers and other *Road to Child Outcomes* initiative staff to achieve and maintain overall high quality care including the learning environment to realize maximum child outcomes.

Indemnification

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



- (1) **By Contracted Provider:** *SBBC* agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (2) **By Child Care Provider:** *Childcare Provider* agrees to indemnify, hold harmless and defend *SBBC*, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which *SBBC*, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Childcare Provider*, its agents, servants or employees; the equipment of *Childcare Provider* its agents, servants or employees while such equipment is on premises owned or controlled by *SBBC*; or the negligence of *Childcare Provider* or the negligence of *Childcare Provider's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including *SBBC's* property, and injury or death of any person whether employed by *Childcare Provider*, *SBBC* or otherwise.

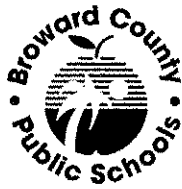
Miscellaneous

Term and Effective Date: The Agreement shall begin upon execution by all parties and remain in effect so long as the *Road to Child Outcomes* Participation Agreement is in effect.

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

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

No Waiver of Sovereign Immunity: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



Agreement Modification: This Agreement may be modified during its initial term or any renewal term by mutual agreement of the parties provided such agreement is in writing and executed by both parties.

Entire Instrument: The Agreement constitutes the entire instrument relating to the subject matter hereof and supersedes all prior and contemporaneous instruments, understandings, negotiations, and discussions, both written and oral, among such parties with respect to such subject matter. There are no representations, promises or undertakings other than those expressly set forth in the Agreement.

No Waiver: No waiver of any provisions of the Agreement will constitute a waiver of any other provisions of the Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

No Third Party Beneficiary: Nothing expressed or implied in the Agreement shall be construed to confer upon or give any rights or remedies to any person other than the parties hereto and their respective successors and assigns.

Venue: This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida.

Severability: If any provision, term, or condition of the Agreement is held to be illegal, invalid, or void for any reason whatsoever, by any court of competent jurisdiction, and such declaration shall be finally upheld on any and all appeals and petitions taken therefrom, the Agreement shall be read as if such illegal, invalid or void provision were not a part of the Agreement, and the remainder of the Agreement shall remain in full force and effect.

Priority of Documents: In the event of a conflict between the terms of this Agreement and the *Road To Child Outcomes* Contract between the ELC and SBBC, the terms and conditions of the *Road To Child Outcomes* Contract shall prevail.

Termination: This Agreement may be terminated by either party at any time upon no less than seven (7) days written notice to the other party.

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.

Notice: Any notices, communications and waivers under this Agreement shall be in writing and shall be as delivered by the following methods: (i) hand delivery, (ii) by depositing such notice in the United States mail, certified or registered mail with return receipt requested, postage prepaid or (iii) via overnight air courier service. Unless otherwise provided in this Agreement, notice by registered or certified mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery it shall be presumed to have been delivered on the seventh day after it was deposited in the mail.

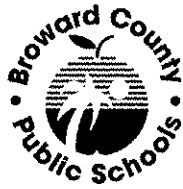


The addresses in each case shall be as follows:

Childcare Provider: Pembroke Park Montessori School, Inc.
2921 S.W. 56th Avenue
Hollywood, FL 33023
Attn: Sharon James

SBBC: The School Board of Broward County, Florida

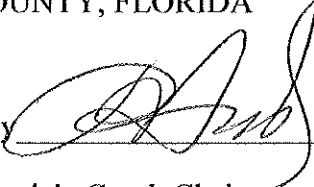
600 S.E. Third Avenue
Fort Lauderdale, FL 33301
Attn: Dr. Lori Canning,
Early Childhood Education Department, Sixth Floor



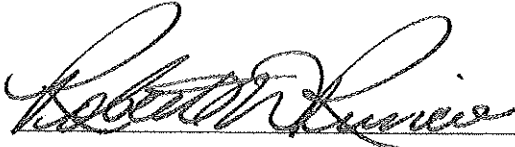
FOR SBBC

(Corporate Seal)

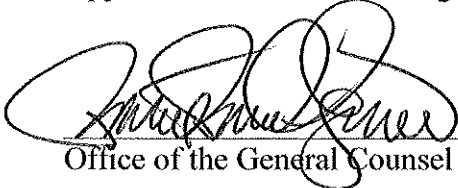
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

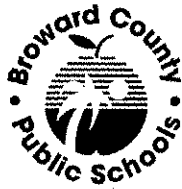
By  _____
Patricia Good, Chair

ATTEST:

 _____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 05/01/14
Office of the General Counsel



FOR Pembroke Park Montessori School, Inc.

(Corporate Seal)

Pembroke Park Montessori School, Inc.

ATTEST:

By Sharon James

_____, Secretary

-or-

Genea Braun
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 FL

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 14th day of JANUARY, 2014 by Sharon James of

Name of Person

Pembroke Park Montessori School, Inc., on behalf of the corporation/agency.

He/She is personally known to me or produced FL Driver Lic as identification and did/did not first take an oath. FL Driver Lic Type of Identification

My Commission Expires:

(SEAL)



[Signature]
Signature - Notary Public

Leslie Rose
Printed Name of Notary

EE 138783
Notary's Commission No.



**ROAD TO CHILD OUTCOMES
PARTICIPANT AGREEMENT**

This Agreement is made this 9th day of June 2014 by and between The School Board of Broward County, Florida (hereinafter referred to as "SBBC"), and **Phyl's Academy Preschool of Pembroke Pines**, (hereinafter referred to as "Child Care Provider").

WHEREAS, the goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the Early Care and Education Community; building on national best practices and adapting evidenced based exemplary practices focused on the Child, Family, and Teacher and Learning Environment, in order to realize maximum outcomes for children in identified communities.

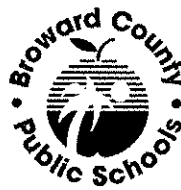
NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

Definitions:

- (1) *Early Learning Coalition of Broward County, Inc.* (ELC) – A not-for-profit agency governed by a Board of 25 individuals representing business, community, and early childhood leaders, as delineated in the Local Coalition Plan and approved by Florida's Office of Early Learning. The mission of the ELC is: to provide the resources, advocacy, leadership, coordination and oversight for early care and education from birth to school-age and to support access to school-age care to ensure children's success in school.
- (2) *Contracted Service Provider* - An agency contracted by the ELC to provide services under the Road To Child Outcomes initiative.
- (3) *Child Care Provider* - An organization that provides direct child care and early education services that will receive services under the *Road to Child Outcomes* Initiative.
- (4) *Road to Child Outcomes Contract* - The contract entered into by the ELC and SBBC to deliver *Road to Child Outcomes* services as described and set forth in said contract. The Road to Child Outcomes Contract is incorporated herein by reference.
- (5) *Road to Child Outcomes Initiative* - The goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the early care and education community; building on national best practices and adapting evidenced based exemplary practices focused on the child, family, and teacher and learning environment, realizing maximum outcomes for children in identified communities.

Responsibilities of SBBC in its capacity as a Contracted Service Provider:

In accordance with the Road to Child Outcomes Contract, SBBC will provide services that support the major *Road to Child Outcomes* program goals as follows:



Major Program Goals

- (1) **Child Focus:** Within designated/approved early education facilities, provide oversight of *Road to Child Outcomes* activities including referral, evaluation, and longitudinal tracking/monitoring between developmental screening, classroom instruction, child developmental assessments, and kindergarten readiness.
 - (a) Ensure that each *Child Care Provider* conducts regular assessments of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, with the results used to inform instruction.
 - (b) Ensure that each *Child Care Provider* provides the appropriate screens and assessments and work with “Master Teacher Teams”, as the term is defined in the *Road to Child Outcomes* contract between the ELC and the Contract Service Provider, to ensure children are receiving the education instruction and supports necessary to maximize their development. The children’s development will be measured by an approved nationally researched based, comprehensive early childhood, electronic child assessment system.
- (2) **Family Focus:** Provide family engagement and support services to families of children participating in the *Road to Child Outcomes* consistent with the Center for Social Policy – Strengthening Families Approach that will provide additional tools, opportunities, and information to parents to help empower parents to advocate on behalf of their child, as well as to be an active part of their child’s development as the child’s “first teacher” and partner with their child’s early care and education facility. The requirements for complying with the Center for Social Policy – Strengthening Families Approach is set forth at the following website address: (<http://www.cssp.org/reform/strengthening-families/the-basics/the-strengthening-families-approach>)
 - (a) The family engagement services shall involve both a family and their child’s early education facility.
 - (b) The family engagement services provided will be consistent with the educational curriculum and developmental experiences the child is experiencing in his or her classroom.
 - (c) The family engagement services will strive to provide expanded positive life experiences for parents that they can share with their children.
- (3) **Teacher and Learning Environment Focus:** Provide services designed to attain and support implementation of quality standards in early learning programs.
 - (a) Establish “Master Teacher Teams” whose primary role will be to visit classrooms and coach teachers using reflective practice to improve instruction.
 - (b) Ensure “Master Teacher Teams” administer program evaluation instruments to measure practices in preschool classrooms (e.g., CLASS™, ERS®, TSG®); plan and present training opportunities to improve programmatic areas; provide follow-up



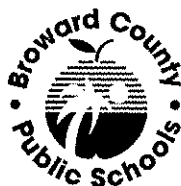
support individualized to the level of teacher development; and plan procedures for performance based assessments to ensure reliable collection of child outcome information through portfolio review meetings and professional development.

**Responsibilities of Phyl's Academy Preschool of Pembroke Pines in its capacity as
Childcare Provider:**

- (1) Inform and orient all staff at the child care facility about involvement with *Road to Child Outcomes*, the benefits, and requirements.
- (2) Participate in the *Community of Practice* professional development initiative sponsored by the ELC.
- (3) Ensure all participating instructional classroom staff completes available training in identified tools such as Classroom Assessment Scoring System (CLASS) and Teaching Strategies GOLD (TSG) in a timely manner and follow through with implementation plans, and reliability checks.
- (4) Facilitate access of the Master Teachers and other *Road to Child Outcomes* initiative staff to the child care center, classrooms, and teachers, for purposes of conducting observations (e.g. CLASS), providing coaching, other professional development, and quality supports.
- (5) Ensure school staff implements CLASS dimensions into their everyday interactions as agreed upon between the Family Central coach and the teacher.
- (6) Ensure school staff documents children's progress and inputs data in the TSG website, generates reports, and makes planning decisions based on data.
- (7) Identify and put into action a leadership team including the director, to provide ongoing support and insight to staff, sustainability of effective teacher-child interactions according to CLASS, and using the child assessment information from TSG, develop plans to support children's learning outcomes.
- (8) Work in partnership with Parent Educator, Master Teachers, and other *Road to Child Outcomes* initiative staff, to implement family engagement and support services provided by SBBC.
- (9) Work in partnership with Master Teachers and other *Road to Child Outcomes* initiative staff to achieve and maintain overall high quality care including the learning environment to realize maximum child outcomes.

Indemnification

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



- (1) By Contracted Provider: *SBBC* agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (2) By Child Care Provider: *Childcare Provider* agrees to indemnify, hold harmless and defend *SBBC*, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which *SBBC*, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Childcare Provider*, its agents, servants or employees; the equipment of *Childcare Provider* its agents, servants or employees while such equipment is on premises owned or controlled by *SBBC*; or the negligence of *Childcare Provider* or the negligence of *Childcare Provider's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including *SBBC's* property, and injury or death of any person whether employed by *Childcare Provider*, *SBBC* or otherwise.

Miscellaneous

Term and Effective Date: The Agreement shall begin upon execution by all parties and remain in effect so long as the *Road to Child Outcomes* Participation Agreement is in effect.

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

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

No Waiver of Sovereign Immunity: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



Agreement Modification: This Agreement may be modified during its initial term or any renewal term by mutual agreement of the parties provided such agreement is in writing and executed by both parties.

Entire Instrument: The Agreement constitutes the entire instrument relating to the subject matter hereof and supersedes all prior and contemporaneous instruments, understandings, negotiations, and discussions, both written and oral, among such parties with respect to such subject matter. There are no representations, promises or undertakings other than those expressly set forth in the Agreement.

No Waiver: No waiver of any provisions of the Agreement will constitute a waiver of any other provisions of the Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

No Third Party Beneficiary: Nothing expressed or implied in the Agreement shall be construed to confer upon or give any rights or remedies to any person other than the parties hereto and their respective successors and assigns.

Venue: This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida.

Severability: If any provision, term, or condition of the Agreement is held to be illegal, invalid, or void for any reason whatsoever, by any court of competent jurisdiction, and such declaration shall be finally upheld on any and all appeals and petitions taken therefrom, the Agreement shall be read as if such illegal, invalid or void provision were not a part of the Agreement, and the remainder of the Agreement shall remain in full force and effect.

Priority of Documents: In the event of a conflict between the terms of this Agreement and the *Road To Child Outcomes* Contract between the ELC and SBBC, the terms and conditions of the *Road To Child Outcomes* Contract shall prevail.

Termination: This Agreement may be terminated by either party at any time upon no less than seven (7) days written notice to the other party.

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.

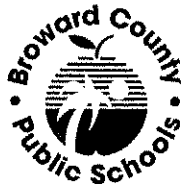
Notice: Any notices, communications and waivers under this Agreement shall be in writing and shall be as delivered by the following methods: (i) hand delivery, (ii) by depositing such notice in the United States mail, certified or registered mail with return receipt requested, postage prepaid or (iii) via overnight air courier service. Unless otherwise provided in this Agreement, notice by registered or certified mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery it shall be presumed to have been delivered on the seventh day after it was deposited in the mail.



The addresses in each case shall be as follows:

Childcare Provider: Phyl's Academy Preschool of Pembroke Pines
8914 Taft Street
Pembroke Pines, FL 33024
Attn: Tricia Baptiste

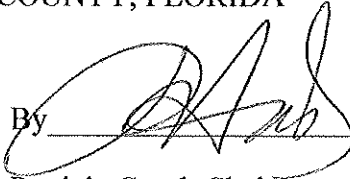
SBBC: The School Board of Broward County, Florida
600 S.E. Third Avenue
Fort Lauderdale, FL 33301
Attn: Dr. Lori Canning
Early Childhood Education Department, Sixth Floor



FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By  _____
Patricia Good, Chair

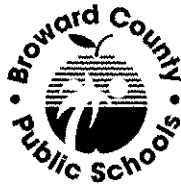
ATTEST:

 _____

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 _____
Office of the General Counsel



FOR PHYL'S ACADEMY PRESCHOOL OF PEMBROKE PINES

(Corporate Seal)

Phyl's Academy Preschool of Pembroke Pines

By Tricia Baptiste

_____, Secretary

-or-

Witness

Witness

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

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20th day of February, 2014 by Tricia Baptiste of _____
Name of Person

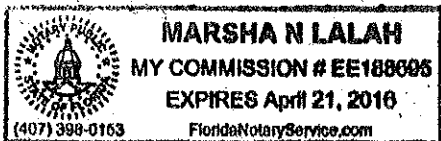
Phyl's Academy Preschool of Pembroke Pines, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____
Type of Identification

My Commission Expires:

Marsha Lalah
Signature - Notary Public

(SEAL)



Marsha Lalah
Printed Name of Notary

EE188695
Notary's Commission No.



**ROAD TO CHILD OUTCOMES
PARTICIPANT AGREEMENT**

This Agreement is made this 9th day of June 2014 by and between The School Board of Broward County, Florida (hereinafter referred to as "SBBC"), and **Precious Little People Christian Pre-School, Inc.**, (hereinafter referred to as "Child Care Provider").

WHEREAS, the goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the Early Care and Education Community; building on national best practices and adapting evidenced based exemplary practices focused on the Child, Family, and Teacher and Learning Environment, in order to realize maximum outcomes for children in identified communities.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

Definitions:

- (1) *Early Learning Coalition of Broward County, Inc.* (ELC) – A not-for-profit agency governed by a Board of 25 individuals representing business, community, and early childhood leaders, as delineated in the Local Coalition Plan and approved by Florida's Office of Early Learning. The mission of the ELC is: to provide the resources, advocacy, leadership, coordination and oversight for early care and education from birth to school-age and to support access to school-age care to ensure children's success in school.
- (2) *Contracted Service Provider* - An agency contracted by the ELC to provide services under the Road to Child Outcomes initiative.
- (3) *Child Care Provider* - An organization that provides direct child care and early education services that will receive services under the *Road to Child Outcomes Initiative*.
- (4) *Road to Child Outcomes Contract* - The contract entered into by the ELC and SBBC to deliver *Road to Child Outcomes* services as described and set forth in said contract. The Road to Child Outcomes Contract is incorporated herein by reference.
- (5) *Road to Child Outcomes Initiative* - The goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the early care and education community; building on national best practices and adapting evidenced based exemplary practices focused on the child, family, and teacher and learning environment, realizing maximum outcomes for children in identified communities.

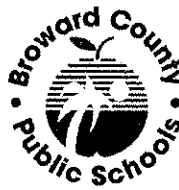
Responsibilities of SBBC in its capacity as a Contracted Service Provider:

In accordance with the Road to Child Outcomes Contract, SBBC will provide services that support the major *Road to Child Outcomes* program goals as follows:



Major Program Goals

- (1) **Child Focus:** Within designated/approved early education facilities, provide oversight of *Road to Child Outcomes* activities including referral, evaluation, and longitudinal tracking/monitoring between developmental screening, classroom instruction, child developmental assessments, and kindergarten readiness.
 - (a) Ensure that each *Child Care Provider* conducts regular assessments of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, with the results used to inform instruction.
 - (b) Ensure that each *Child Care Provider* provides the appropriate screens and assessments and work with “Master Teacher Teams”, as the term is defined in the *Road to Child Outcomes* contract between the ELC and the Contract Service Provider, to ensure children are receiving the education instruction and supports necessary to maximize their development. The children’s development will be measured by an approved nationally researched based, comprehensive early childhood, electronic child assessment system.
- (2) **Family Focus:** Provide family engagement and support services to families of children participating in the *Road to Child Outcomes* consistent with the Center for Social Policy – Strengthening Families Approach that will provide additional tools, opportunities, and information to parents to help empower parents to advocate on behalf of their child, as well as to be an active part of their child’s development as the child’s “first teacher” and partner with their child’s early care and education facility. The requirements for complying with the Center for Social Policy – Strengthening Families Approach is set forth at the following website address: (<http://www.cssp.org/reform/strengthening-families/the-basics/the-strengthening-families-approach>)
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 - (b) The family engagement services provided will be consistent with the educational curriculum and developmental experiences the child is experiencing in his or her classroom.
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- (3) **Teacher and Learning Environment Focus:** Provide services designed to attain and support implementation of quality standards in early learning programs.
 - (a) Establish “Master Teacher Teams” whose primary role will be to visit classrooms and coach teachers using reflective practice to improve instruction.
 - (b) Ensure “Master Teacher Teams” administer program evaluation instruments to measure practices in preschool classrooms (e.g., CLASS™, ERS®, TSG®); plan and present training opportunities to improve programmatic areas; provide follow-up



support individualized to the level of teacher development; and plan procedures for performance based assessments to ensure reliable collection of child outcome information through portfolio review meetings and professional development.

**Responsibilities of Precious Little People Christian Pre-School, Inc., in its capacity as
Childcare Provider:**

- (1) Inform and orient all staff at the child care facility about involvement with *Road to Child Outcomes*, the benefits, and requirements.
- (2) Participate in the *Community of Practice* professional development initiative sponsored by the ELC.
- (3) Ensure all participating instructional classroom staff completes available training in identified tools such as Classroom Assessment Scoring System (CLASS) and Teaching Strategies GOLD (TSG) in a timely manner and follow through with implementation plans, and reliability checks.
- (4) Facilitate access of the Master Teachers and other *Road to Child Outcomes* initiative staff to the child care center, classrooms, and teachers, for purposes of conducting observations (e.g. CLASS), providing coaching, other professional development, and quality supports.
- (5) Ensure school staff implements CLASS dimensions into their everyday interactions as agreed upon between the Family Central coach and the teacher.
- (6) Ensure school staff documents children's progress and inputs data in the TSG website, generates reports, and makes planning decisions based on data.
- (7) Identify and put into action a leadership team including the director, to provide ongoing support and insight to staff, sustainability of effective teacher-child interactions according to CLASS, and using the child assessment information from TSG, develop plans to support children's learning outcomes.
- (8) Work in partnership with Parent Educator, Master Teachers, and other *Road to Child Outcomes* initiative staff, to implement family engagement and support services provided by SBBC.
- (9) Work in partnership with Master Teachers and other *Road to Child Outcomes* initiative staff to achieve and maintain overall high quality care including the learning environment to realize maximum child outcomes.

Indemnification

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



- (1) By Contracted Provider: *SBBC* agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (2) By Child Care Provider: *Childcare Provider* agrees to indemnify, hold harmless and defend *SBBC*, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which *SBBC*, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Childcare Provider*, its agents, servants or employees; the equipment of *Childcare Provider* its agents, servants or employees while such equipment is on premises owned or controlled by *SBBC*; or the negligence of *Childcare Provider* or the negligence of *Childcare Provider's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including *SBBC's* property, and injury or death of any person whether employed by *Childcare Provider*, *SBBC* or otherwise.

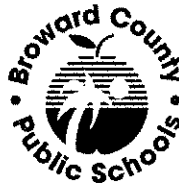
Miscellaneous

Term and Effective Date: The Agreement shall begin upon execution by all parties and remain in effect so long as the *Road to Child Outcomes* Participation Agreement is in effect.

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

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

No Waiver of Sovereign Immunity: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



Agreement Modification: This Agreement may be modified during its initial term or any renewal term by mutual agreement of the parties provided such agreement is in writing and executed by both parties.

Entire Instrument: The Agreement constitutes the entire instrument relating to the subject matter hereof and supersedes all prior and contemporaneous instruments, understandings, negotiations, and discussions, both written and oral, among such parties with respect to such subject matter. There are no representations, promises or undertakings other than those expressly set forth in the Agreement.

No Waiver: No waiver of any provisions of the Agreement will constitute a waiver of any other provisions of the Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

No Third Party Beneficiary: Nothing expressed or implied in the Agreement shall be construed to confer upon or give any rights or remedies to any person other than the parties hereto and their respective successors and assigns.

Venue: This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida.

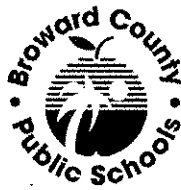
Severability: If any provision, term, or condition of the Agreement is held to be illegal, invalid, or void for any reason whatsoever, by any court of competent jurisdiction, and such declaration shall be finally upheld on any and all appeals and petitions taken therefrom, the Agreement shall be read as if such illegal, invalid or void provision were not a part of the Agreement, and the remainder of the Agreement shall remain in full force and effect.

Priority of Documents: In the event of a conflict between the terms of this Agreement and the *Road To Child Outcomes* Contract between the ELC and SBBC, the terms and conditions of the *Road To Child Outcomes* Contract shall prevail.

Termination: This Agreement may be terminated by either party at any time upon no less than seven (7) days written notice to the other party.

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.

Notice: Any notices, communications and waivers under this Agreement shall be in writing and shall be as delivered by the following methods: (i) hand delivery, (ii) by depositing such notice in the United States mail, certified or registered mail with return receipt requested, postage prepaid or (iii) via overnight air courier service. Unless otherwise provided in this Agreement, notice by registered or certified mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery it shall be presumed to have been delivered on the seventh day after it was deposited in the mail.



The addresses in each case shall be as follows:

Childcare Provider: Precious Little People Christian Pre-school, Inc.
6135 SW 18 Street
Miramar, Florida
Attn: Delcy Rosario

SBBC: The School Board of Broward County, Florida

600 S.E. Third Avenue
Fort Lauderdale, FL 33301
Attn: Dr. Lori Canning
Early Childhood Education Department, Sixth Floor



FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By  _____

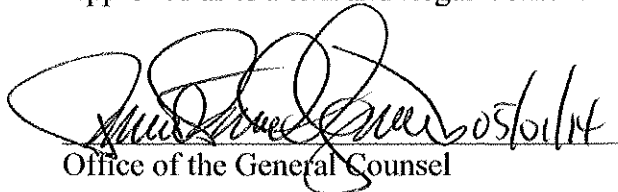
Patricia Good, Chair

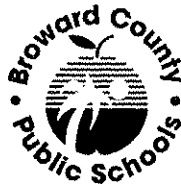
ATTEST:

 _____

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 _____
Office of the General Counsel



FOR PRECIOUS LITTLE PEOPLE CHRISTIAN PRE-SCHOOL, INC.

(Corporate Seal)

Precious Little People Christian Pre-School, Inc.

By [Signature]

ATTEST:

_____, Secretary

-or-

Kimberly Curtis
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 14th day of February, 2014 by Dely Rosario of Precious Little People Christian Pre School Inc. Name of Person on behalf of the corporation/agency.

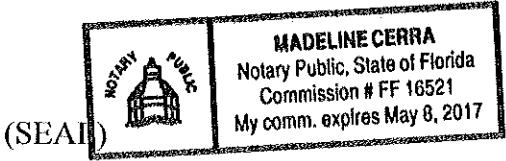
He/She is personally known to me or produced FIDL R260 16052 8810 as identification and did/did not first take an oath. Type of Identification

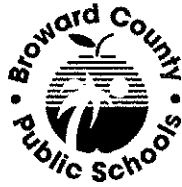
My Commission Expires: May 8, 2017

[Signature]
Signature - Notary Public

Madeline Cerra
Printed Name of Notary

FF 16521
Notary's Commission No.





**ROAD TO CHILD OUTCOMES
PARTICIPANT AGREEMENT**

This Agreement is made this 9th day of June 2014 by and between The School Board of Broward County, Florida (hereinafter referred to as "SBBC"), and **The Pumpkin Shell #2**, (hereinafter referred to as "Child Care Provider").

WHEREAS, the goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the Early Care and Education Community; building on national best practices and adapting evidenced based exemplary practices focused on the Child, Family, and Teacher and Learning Environment, in order to realize maximum outcomes for children in identified communities.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

Definitions:

- (1) *Early Learning Coalition of Broward County, Inc.* (ELC) – A not-for-profit agency governed by a Board of 25 individuals representing business, community, and early childhood leaders, as delineated in the Local Coalition Plan and approved by Florida’s Office of Early Learning. The mission of the ELC is: to provide the resources, advocacy, leadership, coordination and oversight for early care and education from birth to school-age and to support access to school-age care to ensure children’s success in school.
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- (3) *Child Care Provider* - An organization that provides direct child care and early education services that will receive services under the *Road to Child Outcomes* Initiative.
- (4) *Road to Child Outcomes Contract* - The contract entered into by the ELC and SBBC to deliver *Road to Child Outcomes* services as described and set forth in said contract. The Road to Child Outcomes Contract is incorporated herein by reference.
- (5) *Road to Child Outcomes Initiative* - The goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the early care and education community; building on national best practices and adapting evidenced based exemplary practices focused on the child, family, and teacher and learning environment, realizing maximum outcomes for children in identified communities.

Responsibilities of SBBC in its capacity as a Contracted Service Provider:

In accordance with the Road to Child Outcomes Contract, SBBC will provide services that support the major *Road to Child Outcomes* program goals as follows:



Major Program Goals

- (1) Child Focus:** Within designated/approved early education facilities, provide oversight of *Road to Child Outcomes* activities including referral, evaluation, and longitudinal tracking/monitoring between developmental screening, classroom instruction, child developmental assessments, and kindergarten readiness.
 - (a)** Ensure that each *Child Care Provider* conducts regular assessments of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, with the results used to inform instruction.
 - (b)** Ensure that each *Child Care Provider* provides the appropriate screens and assessments and work with “Master Teacher Teams”, as the term is defined in the *Road to Child Outcomes* contract between the ELC and the Contract Service Provider, to ensure children are receiving the education instruction and supports necessary to maximize their development. The children’s development will be measured by an approved nationally researched based, comprehensive early childhood, electronic child assessment system.
- (2) Family Focus:** Provide family engagement and support services to families of children participating in the *Road to Child Outcomes* consistent with the Center for Social Policy – Strengthening Families Approach that will provide additional tools, opportunities, and information to parents to help empower parents to advocate on behalf of their child, as well as to be an active part of their child’s development as the child’s “first teacher” and partner with their child’s early care and education facility. The requirements for complying with the Center for Social Policy – Strengthening Families Approach is set forth at the following website address: (<http://www.cssp.org/reform/strengthening-families/the-basics/the-strengthening-families-approach>)
 - (a)** The family engagement services shall involve both a family and their child’s early education facility.
 - (b)** The family engagement services provided will be consistent with the educational curriculum and developmental experiences the child is experiencing in his or her classroom.
 - (c)** The family engagement services will strive to provide expanded positive life experiences for parents that they can share with their children.
- (3) Teacher and Learning Environment Focus:** Provide services designed to attain and support implementation of quality standards in early learning programs.
 - (a)** Establish “Master Teacher Teams” whose primary role will be to visit classrooms and coach teachers using reflective practice to improve instruction.
 - (b)** Ensure “Master Teacher Teams” administer program evaluation instruments to measure practices in preschool classrooms (e.g., CLASS™, ERS®, TSG®); plan and present training opportunities to improve programmatic areas; provide follow-up support individualized to the level of teacher development; and plan procedures for performance based assessments to



ensure reliable collection of child outcome information through portfolio review meetings and professional development.

Responsibilities of The Pumpkin Shell #2 in its capacity as *Childcare Provider*:

- (1) Inform and orient all staff at the child care facility about involvement with *Road to Child Outcomes*, the benefits, and requirements.
- (2) Participate in the *Community of Practice* professional development initiative sponsored by the ELC.
- (3) Ensure all participating instructional classroom staff completes available training in identified tools such as Classroom Assessment Scoring System (CLASS) and Teaching Strategies GOLD (TSG) in a timely manner and follow through with implementation plans, and reliability checks.
- (4) Facilitate access of the Master Teachers and other *Road to Child Outcomes* initiative staff to the child care center, classrooms, and teachers, for purposes of conducting observations (e.g. CLASS), providing coaching, other professional development, and quality supports.
- (5) Ensure school staff implements CLASS dimensions into their everyday interactions as agreed upon between the Family Central coach and the teacher.
- (6) Ensure school staff documents children's progress and inputs data in the TSG website, generates reports, and makes planning decisions based on data.
- (7) Identify and put into action a leadership team including the director, to provide ongoing support and insight to staff, sustainability of effective teacher-child interactions according to CLASS, and using the child assessment information from TSG, develop plans to support children's learning outcomes.
- (8) Work in partnership with Parent Educator, Master Teachers, and other *Road to Child Outcomes* initiative staff, to implement family engagement and support services provided by SBBC.
- (9) Work in partnership with Master Teachers and other *Road to Child Outcomes* initiative staff to achieve and maintain overall high quality care including the learning environment to realize maximum child outcomes.

Indemnification

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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



(2) By Child Care Provider: *Childcare Provider* agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Childcare Provider*, its agents, servants or employees; the equipment of *Childcare Provider* its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *Childcare Provider* or the negligence of *Childcare Provider's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by *Childcare Provider*, SBBC or otherwise.

Miscellaneous

Term and Effective Date: The Agreement shall begin upon execution by all parties and remain in effect so long as the *Road to Child Outcomes* Participation Agreement is in effect.

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

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

No Waiver of Sovereign Immunity: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



Agreement Modification: This Agreement may be modified during its initial term or any renewal term by mutual agreement of the parties provided such agreement is in writing and executed by both parties.

Entire Instrument: The Agreement constitutes the entire instrument relating to the subject matter hereof and supersedes all prior and contemporaneous instruments, understandings, negotiations, and discussions, both written and oral, among such parties with respect to such subject matter. There are no representations, promises or undertakings other than those expressly set forth in the Agreement.

No Waiver: No waiver of any provisions of the Agreement will constitute a waiver of any other provisions of the Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

No Third Party Beneficiary: Nothing expressed or implied in the Agreement shall be construed to confer upon or give any rights or remedies to any person other than the parties hereto and their respective successors and assigns.

Venue: This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida.

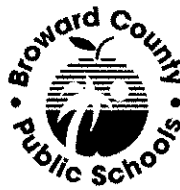
Severability: If any provision, term, or condition of the Agreement is held to be illegal, invalid, or void for any reason whatsoever, by any court of competent jurisdiction, and such declaration shall be finally upheld on any and all appeals and petitions taken therefrom, the Agreement shall be read as if such illegal, invalid or void provision were not a part of the Agreement, and the remainder of the Agreement shall remain in full force and effect.

Priority of Documents: In the event of a conflict between the terms of this Agreement and the *Road To Child Outcomes* Contract between the ELC and SBBC, the terms and conditions of the *Road To Child Outcomes* Contract shall prevail.

Termination: This Agreement may be terminated by either party at any time upon no less than seven (7) days written notice to the other party.

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.

Notice: Any notices, communications and waivers under this Agreement shall be in writing and shall be as delivered by the following methods: (i) hand delivery, (ii) by depositing such notice in the United States mail, certified or registered mail with return receipt requested, postage prepaid or (iii) via overnight air courier service. Unless otherwise provided in this Agreement, notice by registered or certified mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery it shall be presumed to have been delivered on the seventh day after it was deposited in the mail.

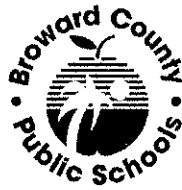


The addresses in each case shall be as follows:

Childcare Provider: The Pumpkin Shell #2
6025 Mays Street
Hollywood, FL 33023
Attn: Adys Rivera

SBBC: The School Board of Broward County, Florida

600 S.E. Third Avenue
Fort Lauderdale, FL 33301
Attn: Dr. Lori Canning
Early Childhood Education Department, Sixth Floor



FOR SBBC

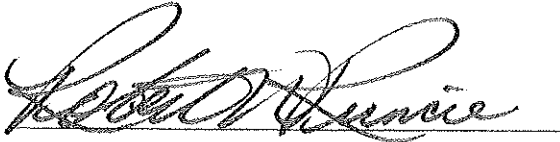
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By  _____

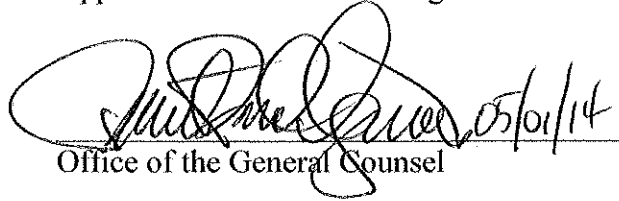
Patricia Good, Chair

ATTEST:



Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 05/01/14
Office of the General Counsel



FOR THE PUMPKIN SHELL #2

(Corporate Seal)

ATTEST:

The Pumpkin Shell #2
By [Signature]

_____, Secretary

or- [Signature]

Witness
[Signature]
Witness

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

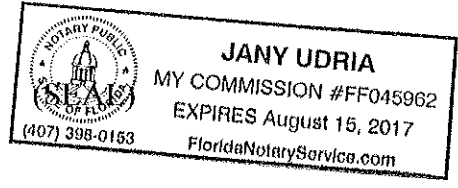
STATE OF Florida
COUNTY OF Miami Dade

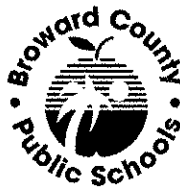
The foregoing instrument was acknowledged before me this 3/5th day of January, 2014 by Adys Rivera of The Pumpkin Shell #2, on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 8/15/17

[Signature]
Signature - Notary Public
Jany Udria
Printed Name of Notary
FF045962
Notary's Commission No.





ROAD TO CHILD OUTCOMES

PARTICIPANT AGREEMENT

This Agreement is made this 9th day of June 2014 by and between The School Board of Broward County, Florida (hereinafter referred to as "SBBC"), and **The Pumpkin Shell #3**, (hereinafter referred to as "Child Care Provider").

WHEREAS, the goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the Early Care and Education Community; building on national best practices and adapting evidenced based exemplary practices focused on the Child, Family, and Teacher and Learning Environment, in order to realize maximum outcomes for children in identified communities.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

Definitions:

- (1) *Early Learning Coalition of Broward County, Inc.* (ELC) – A not-for-profit agency governed by a Board of 25 individuals representing business, community, and early childhood leaders, as delineated in the Local Coalition Plan and approved by Florida's Office of Early Learning. The mission of the ELC is: to provide the resources, advocacy, leadership, coordination and oversight for early care and education from birth to school-age and to support access to school-age care to ensure children's success in school.
- (2) *Contracted Service Provider* - An agency contracted by the ELC to provide services under the Road To Child Outcomes initiative.
- (3) *Child Care Provider* - An organization that provides direct child care and early education services that will receive services under the *Road to Child Outcomes Initiative*.
- (4) *Road to Child Outcomes Contract* - The contract entered into by the ELC and SBBC to deliver *Road to Child Outcomes* services as described and set forth in said contract. The Road to Child Outcomes Contract is incorporated herein by reference.
- (5) *Road to Child Outcomes Initiative* - The goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the early care and education community; building on national best practices and adapting evidenced based exemplary practices focused on the child, family, and teacher and learning environment, realizing maximum outcomes for children in identified communities.

Responsibilities of SBBC in its capacity as a Contracted Service Provider:

In accordance with the Road to Child Outcomes Contract, SBBC will provide services that support the major *Road to Child Outcomes* program goals as follows:



Major Program Goals

- (1) **Child Focus:** Within designated/approved early education facilities, provide oversight of *Road to Child Outcomes* activities including referral, evaluation, and longitudinal tracking/monitoring between developmental screening, classroom instruction, child developmental assessments, and kindergarten readiness.
 - (a) Ensure that each *Child Care Provider* conducts regular assessments of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, with the results used to inform instruction.
 - (b) Ensure that each *Child Care Provider* provides the appropriate screens and assessments and work with “Master Teacher Teams”, as the term is defined in the *Road to Child Outcomes* contract between the ELC and the Contract Service Provider, to ensure children are receiving the education instruction and supports necessary to maximize their development. The children’s development will be measured by an approved nationally researched based, comprehensive early childhood, electronic child assessment system.
- (2) **Family Focus:** Provide family engagement and support services to families of children participating in the *Road to Child Outcomes* consistent with the Center for Social Policy – Strengthening Families Approach that will provide additional tools, opportunities, and information to parents to help empower parents to advocate on behalf of their child, as well as to be an active part of their child’s development as the child’s “first teacher” and partner with their child’s early care and education facility. The requirements for complying with the Center for Social Policy – Strengthening Families Approach is set forth at the following website address: (<http://www.cssp.org/reform/strengthening-families/the-basics/the-strengthening-families-approach>)
 - (a) The family engagement services shall involve both a family and their child’s early education facility.
 - (b) The family engagement services provided will be consistent with the educational curriculum and developmental experiences the child is experiencing in his or her classroom.
 - (c) The family engagement services will strive to provide expanded positive life experiences for parents that they can share with their children.
- (3) **Teacher and Learning Environment Focus:** Provide services designed to attain and support implementation of quality standards in early learning programs.
 - (a) Establish “Master Teacher Teams” whose primary role will be to visit classrooms and coach teachers using reflective practice to improve instruction.
 - (b) Ensure “Master Teacher Teams” administer program evaluation instruments to measure practices in preschool classrooms (e.g., CLASS™, ERS®, TSG®); plan and present training opportunities to improve programmatic areas; provide follow-up support individualized to the level of teacher development; and plan procedures for performance based assessments to



ensure reliable collection of child outcome information through portfolio review meetings and professional development.

Responsibilities of The Pumpkin Shell #3 in its capacity as *Childcare Provider*:

- (1) Inform and orient all staff at the child care facility about involvement with *Road to Child Outcomes*, the benefits, and requirements.
- (2) Participate in the *Community of Practice* professional development initiative sponsored by the ELC.
- (3) Ensure all participating instructional classroom staff completes available training in identified tools such as Classroom Assessment Scoring System (CLASS) and Teaching Strategies GOLD (TSG) in a timely manner and follow through with implementation plans, and reliability checks.
- (4) Facilitate access of the Master Teachers and other *Road to Child Outcomes* initiative staff to the child care center, classrooms, and teachers, for purposes of conducting observations (e.g. CLASS), providing coaching, other professional development, and quality supports.
- (5) Ensure school staff implements CLASS dimensions into their everyday interactions as agreed upon between the Family Central coach and the teacher.
- (6) Ensure school staff documents children's progress and inputs data in the TSG website, generates reports, and makes planning decisions based on data.
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- (9) Work in partnership with Master Teachers and other *Road to Child Outcomes* initiative staff to achieve and maintain overall high quality care including the learning environment to realize maximum child outcomes.

Indemnification

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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



(2) By Child Care Provider: *Childcare Provider* agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Childcare Provider*, its agents, servants or employees; the equipment of *Childcare Provider* its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *Childcare Provider* or the negligence of *Childcare Provider's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by *Childcare Provider*, SBBC or otherwise.

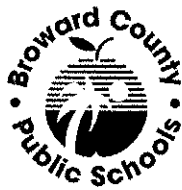
Miscellaneous

Term and Effective Date: The Agreement shall begin upon execution by all parties and remain in effect so long as the *Road to Child Outcomes* Participation Agreement is in effect.

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

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

No Waiver of Sovereign Immunity: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



Agreement Modification: This Agreement may be modified during its initial term or any renewal term by mutual agreement of the parties provided such agreement is in writing and executed by both parties.

Entire Instrument: The Agreement constitutes the entire instrument relating to the subject matter hereof and supersedes all prior and contemporaneous instruments, understandings, negotiations, and discussions, both written and oral, among such parties with respect to such subject matter. There are no representations, promises or undertakings other than those expressly set forth in the Agreement.

No Waiver: No waiver of any provisions of the Agreement will constitute a waiver of any other provisions of the Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

No Third Party Beneficiary: Nothing expressed or implied in the Agreement shall be construed to confer upon or give any rights or remedies to any person other than the parties hereto and their respective successors and assigns.

Venue: This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida.

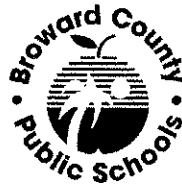
Severability: If any provision, term, or condition of the Agreement is held to be illegal, invalid, or void for any reason whatsoever, by any court of competent jurisdiction, and such declaration shall be finally upheld on any and all appeals and petitions taken therefrom, the Agreement shall be read as if such illegal, invalid or void provision were not a part of the Agreement, and the remainder of the Agreement shall remain in full force and effect.

Priority of Documents: In the event of a conflict between the terms of this Agreement and the *Road To Child Outcomes* Contract between the ELC and SBBC, the terms and conditions of the *Road To Child Outcomes* Contract shall prevail.

Termination: This Agreement may be terminated by either party at any time upon no less than seven (7) days written notice to the other party.

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.

Notice: Any notices, communications and waivers under this Agreement shall be in writing and shall be as delivered by the following methods: (i) hand delivery, (ii) by depositing such notice in the United States mail, certified or registered mail with return receipt requested, postage prepaid or (iii) via overnight air courier service. Unless otherwise provided in this Agreement, notice by registered or certified mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery it shall be presumed to have been delivered on the seventh day after it was deposited in the mail.



The addresses in each case shall be as follows:

Childcare Provider: The Pumpkin Shell #3
1924 Monroe Street
Hollywood, FL 33020
Attn: Adys Rivera

SBBC: The School Board of Broward County, Florida

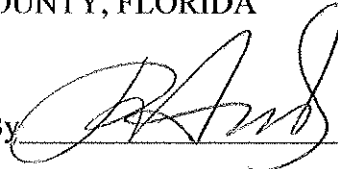
600 S.E. Third Avenue
Fort Lauderdale, FL 33301
Attn: Dr. Lori Canning
Early Childhood Education Department, Sixth Floor



FOR SBBC

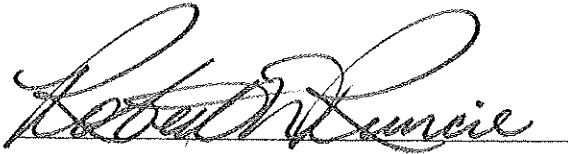
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By  _____

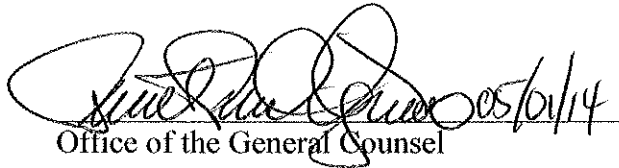
Patricia Good, Chair

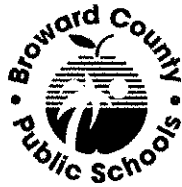
ATTEST:



Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 05/01/14
Office of the General Counsel



FOR THE PUMPKIN SHELL #3

(Corporate Seal)

ATTEST:

The Pumpkin Shell #3

By _____

_____, Secretary

-or-

Joe Corp
Witness

Witness

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

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 31st day of January, 2014 by Adys Rivera of The Pumpkin Shell #3 on behalf of the corporation/agency.

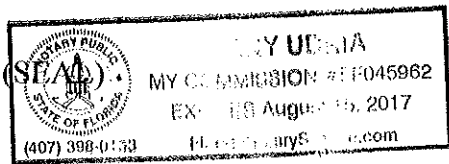
He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:

[Signature]
Signature - Notary Public

Jany Udeia
Printed Name of Notary

FF045962
Notary's Commission No.





**ROAD TO CHILD OUTCOMES
PARTICIPANT AGREEMENT**

This Agreement is made this 9th day of June 2014 by and between The School Board of Broward County, Florida (hereinafter referred to as "SBBC"), and **YDES Learning Center d/b/a Wee Ones of Hollywood Hills** (hereinafter referred to as "Child Care Provider").

WHEREAS, the goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the Early Care and Education Community; building on national best practices and adapting evidenced based exemplary practices focused on the Child, Family, and Teacher and Learning Environment, in order to realize maximum outcomes for children in identified communities.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

Definitions:

- (1) *Early Learning Coalition of Broward County, Inc.* (ELC) – A not-for-profit agency governed by a Board of 25 individuals representing business, community, and early childhood leaders, as delineated in the Local Coalition Plan and approved by Florida's Office of Early Learning. The mission of the ELC is: to provide the resources, advocacy, leadership, coordination and oversight for early care and education from birth to school-age and to support access to school-age care to ensure children's success in school.
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- (5) *Road to Child Outcomes Initiative* - The goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the early care and education community; building on national best practices and adapting evidenced based exemplary practices focused on the child, family, and teacher and learning environment, realizing maximum outcomes for children in identified communities.

Responsibilities of SBBC in its capacity as a Contracted Service Provider:

In accordance with the Road to Child Outcomes Contract, SBBC will provide services that support the major *Road to Child Outcomes* program goals as follows:



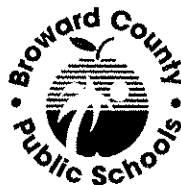
Major Program Goals

- (1) Child Focus:** Within designated/approved early education facilities, provide oversight of *Road to Child Outcomes* activities including referral, evaluation, and longitudinal tracking/monitoring between developmental screening, classroom instruction, child developmental assessments, and kindergarten readiness.

 - (a)** Ensure that each *Child Care Provider* conducts regular assessments of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, with the results used to inform instruction.
 - (b)** Ensure that each *Child Care Provider* provides the appropriate screens and assessments and work with “Master Teacher Teams”, as the term is defined in the *Road to Child Outcomes* contract between the ELC and the Contract Service Provider, to ensure children are receiving the education instruction and supports necessary to maximize their development. The children’s development will be measured by an approved nationally researched based, comprehensive early childhood, electronic child assessment system.
- (2) Family Focus:** Provide family engagement and support services to families of children participating in the *Road to Child Outcomes* consistent with the Center for Social Policy – Strengthening Families Approach that will provide additional tools, opportunities, and information to parents to help empower parents to advocate on behalf of their child, as well as to be an active part of their child’s development as the child’s “first teacher” and partner with their child’s early care and education facility. The requirements for complying with the Center for Social Policy – Strengthening Families Approach is set forth at the following website address: (<http://www.cssp.org/reform/strengthening-families/the-basics/the-strengthening-families-approach>)

 - (a)** The family engagement services shall involve both a family and their child’s early education facility.
 - (b)** The family engagement services provided will be consistent with the educational curriculum and developmental experiences the child is experiencing in his or her classroom.
 - (c)** The family engagement services will strive to provide expanded positive life experiences for parents that they can share with their children.
- (3) Teacher and Learning Environment Focus:** Provide services designed to attain and support implementation of quality standards in early learning programs.

 - (a)** Establish “Master Teacher Teams” whose primary role will be to visit classrooms and coach teachers using reflective practice to improve instruction.
 - (b)** Ensure “Master Teacher Teams” administer program evaluation instruments to measure practices in preschool classrooms (e.g., CLASS™, ERS®, TSG®); plan and present training opportunities to improve programmatic areas; provide follow-up



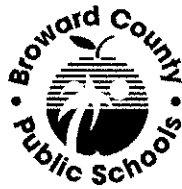
support individualized to the level of teacher development; and plan procedures for performance based assessments to ensure reliable collection of child outcome information through portfolio review meetings and professional development.

Responsibilities of YDES Learning Center d/b/a Wee Ones of Hollywood Hills in its capacity as *Childcare Provider*:

- (1) Inform and orient all staff at the child care facility about involvement with *Road to Child Outcomes*, the benefits, and requirements.
- (2) Participate in the *Community of Practice* professional development initiative sponsored by the ELC.
- (3) Ensure all participating instructional classroom staff completes available training in identified tools such as Classroom Assessment Scoring System (CLASS) and Teaching Strategies GOLD (TSG) in a timely manner and follow through with implementation plans, and reliability checks.
- (4) Facilitate access of the Master Teachers and other *Road to Child Outcomes* initiative staff to the child care center, classrooms, and teachers, for purposes of conducting observations (e.g. CLASS), providing coaching, other professional development, and quality supports.
- (5) Ensure school staff implements CLASS dimensions into their everyday interactions as agreed upon between the Family Central coach and the teacher.
- (6) Ensure school staff documents children's progress and inputs data in the TSG website, generates reports, and makes planning decisions based on data.
- (7) Identify and put into action a leadership team including the director, to provide ongoing support and insight to staff, sustainability of effective teacher-child interactions according to CLASS, and using the child assessment information from TSG, develop plans to support children's learning outcomes.
- (8) Work in partnership with Parent Educator, Master Teachers, and other *Road to Child Outcomes* initiative staff, to implement family engagement and support services provided by SBBC.
- (9) Work in partnership with Master Teachers and other *Road to Child Outcomes* initiative staff to achieve and maintain overall high quality care including the learning environment to realize maximum child outcomes.

Indemnification

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



- (1) By Contracted Provider: *SBBC* agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (2) By Child Care Provider: *Childcare Provider* agrees to indemnify, hold harmless and defend *SBBC*, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which *SBBC*, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Childcare Provider*, its agents, servants or employees; the equipment of *Childcare Provider* its agents, servants or employees while such equipment is on premises owned or controlled by *SBBC*; or the negligence of *Childcare Provider* or the negligence of *Childcare Provider's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including *SBBC's* property, and injury or death of any person whether employed by *Childcare Provider*, *SBBC* or otherwise.

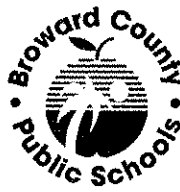
Miscellaneous

Term and Effective Date: The Agreement shall begin upon execution by all parties and remain in effect so long as the *Road to Child Outcomes* Participation Agreement is in effect.

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

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

No Waiver of Sovereign Immunity: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



Agreement Modification: This Agreement may be modified during its initial term or any renewal term by mutual agreement of the parties provided such agreement is in writing and executed by both parties.

Entire Instrument: The Agreement constitutes the entire instrument relating to the subject matter hereof and supersedes all prior and contemporaneous instruments, understandings, negotiations, and discussions, both written and oral, among such parties with respect to such subject matter. There are no representations, promises or undertakings other than those expressly set forth in the Agreement.

No Waiver: No waiver of any provisions of the Agreement will constitute a waiver of any other provisions of the Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

No Third Party Beneficiary: Nothing expressed or implied in the Agreement shall be construed to confer upon or give any rights or remedies to any person other than the parties hereto and their respective successors and assigns.

Venue: This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida.

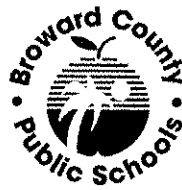
Severability: If any provision, term, or condition of the Agreement is held to be illegal, invalid, or void for any reason whatsoever, by any court of competent jurisdiction, and such declaration shall be finally upheld on any and all appeals and petitions taken therefrom, the Agreement shall be read as if such illegal, invalid or void provision were not a part of the Agreement, and the remainder of the Agreement shall remain in full force and effect.

Priority of Documents: In the event of a conflict between the terms of this Agreement and the *Road To Child Outcomes* Contract between the ELC and SBBC, the terms and conditions of the *Road To Child Outcomes* Contract shall prevail.

Termination: This Agreement may be terminated by either party at any time upon no less than seven (7) days written notice to the other party.

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.

Notice: Any notices, communications and waivers under this Agreement shall be in writing and shall be as delivered by the following methods: (i) hand delivery, (ii) by depositing such notice in the United States mail, certified or registered mail with return receipt requested, postage prepaid or (iii) via overnight air courier service. Unless otherwise provided in this Agreement, notice by registered or certified mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery it shall be presumed to have been delivered on the seventh day after it was deposited in the mail.

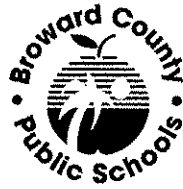


The addresses in each case shall be as follows:

Childcare Provider: YDES Learning Center d/b/a
Wee Ones of Hollywood Hills
5516 Hollywood Boulevard
Hollywood, FL 33021
Attn: Charlene Calderon

SBBC: The School Board of Broward County, Florida

600 S.E. Third Avenue
Fort Lauderdale, FL 33301
Attn: Dr. Lori Canning
Early Childhood Education Department, Sixth Floor



FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By  _____

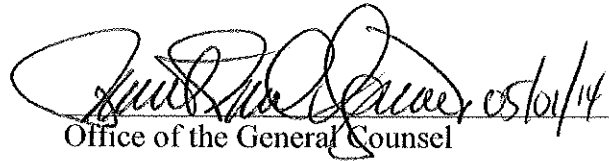
Patricia Good, Chair

ATTEST:

 _____

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 _____
Office of the General Counsel



FOR YDES LEARNING CENTER d/b/a WEE ONES OF HOLLYWOOD HILLS

(Corporate Seal)

YDES Learning Center d/b/a
Wee Ones of Hollywood Hills

ATTEST:

[Signature]

, Secretary

By [Signature]

[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 14 day of January, 2014 by Emilia Barrera of Ydes Learning Center, on behalf of the corporation/agency.

He/She is personally known to me or produced DL# 660-201-57-2820 as identification and did/did not first take an oath.

My Commission Expires: 4-11-14

[Signature]
Signature - Notary Public

Ydelma Reyes
Printed Name of Notary

DD 980423
Notary's Commission No.





ROAD TO CHILD OUTCOMES PARTICIPANT AGREEMENT

This Agreement is made this 9th day of June 2014 by and between The School Board of Broward County, Florida (hereinafter referred to as "SBBC"), and **Youth Impact, Inc.**, Early Education Center (hereinafter referred to as "Child Care Provider").

WHEREAS, the goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the Early Care and Education Community; building on national best practices and adapting evidenced based exemplary practices focused on the Child, Family, and Teacher and Learning Environment, in order to realize maximum outcomes for children in identified communities.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

Definitions:

- (1) *Early Learning Coalition of Broward County, Inc.* (ELC) – A not-for-profit agency governed by a Board of 25 individuals representing business, community, and early childhood leaders, as delineated in the Local Coalition Plan and approved by Florida's Office of Early Learning. The mission of the ELC is: to provide the resources, advocacy, leadership, coordination and oversight for early care and education from birth to school-age and to support access to school-age care to ensure children's success in school.
- (2) *Contracted Service Provider* - An agency contracted by the ELC to provide services under the Road To Child Outcomes initiative.
- (3) *Child Care Provider* - An organization that provides direct child care and early education services that will receive services under the *Road to Child Outcomes* Initiative.
- (4) *Road to Child Outcomes Contract* - The contract entered into by the ELC and SBBC to deliver *Road to Child Outcomes* services as described and set forth in said contract. The Road to Child Outcomes Contract is incorporated herein by reference.
- (5) *Road to Child Outcomes Initiative* - The goal of the *Road to Child Outcomes* initiative is to provide supports to systematically integrate quality within the early care and education community; building on national best practices and adapting evidenced based exemplary practices focused on the child, family, and teacher and learning environment, realizing maximum outcomes for children in identified communities.

Responsibilities of SBBC in its capacity as a Contract Service Provider:

In accordance with the Road to Child Outcomes Contract, SBBC will provide services that support the major *Road to Child Outcomes* program goals as follows:



Major Program Goals

- (1) Child Focus:** Within designated/approved early education facilities, provide oversight of *Road to Child Outcomes* activities including referral, evaluation, and longitudinal tracking/monitoring between developmental screening, classroom instruction, child developmental assessments, and kindergarten readiness.

 - (a)** Ensure that each *Child Care Provider* conducts regular assessments of all School Readiness children birth to five (not yet in kindergarten), especially those requiring additional developmental support(s), using a nationally researched based, comprehensive early childhood, electronic child assessment, with the results used to inform instruction.
 - (b)** Ensure that each *Child Care Provider* provides the appropriate screens and assessments and work with “Master Teacher Teams”, as the term is defined in the *Road to Child Outcomes* contract between the ELC and the Contract Service Provider, to ensure children are receiving the education instruction and supports necessary to maximize their development. The children’s development will be measured by an approved nationally researched based, comprehensive early childhood, electronic child assessment system.
- (2) Family Focus:** Provide family engagement and support services to families of children participating in the *Road to Child Outcomes* consistent with the Center for Social Policy – Strengthening Families Approach that will provide additional tools, opportunities, and information to parents to help empower parents to advocate on behalf of their child, as well as to be an active part of their child’s development as the child’s “first teacher” and partner with their child’s early care and education facility. The requirements for complying with the Center for Social Policy – Strengthening Families Approach is set forth at the following website address: (<http://www.cssp.org/reform/strengthening-families/the-basics/the-strengthening-families-approach>)

 - (a)** The family engagement services shall involve both a family and their child’s early education facility.
 - (b)** The family engagement services provided will be consistent with the educational curriculum and developmental experiences the child is experiencing in his or her classroom.
 - (c)** The family engagement services will strive to provide expanded positive life experiences for parents that they can share with their children.
- (3) Teacher and Learning Environment Focus:** Provide services designed to attain and support implementation of quality standards in early learning programs.

 - (a)** Establish “Master Teacher Teams” whose primary role will be to visit classrooms and coach teachers using reflective practice to improve instruction.
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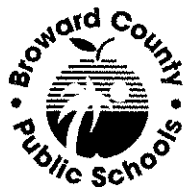
support individualized to the level of teacher development; and plan procedures for performance based assessments to ensure reliable collection of child outcome information through portfolio review meetings and professional development.

Responsibilities of Youth Impact, Inc., Early Education Center in its capacity as *Childcare Provider*:

- (1) Inform and orient all staff at the child care facility about involvement with *Road to Child Outcomes*, the benefits, and requirements.
- (2) Participate in the *Community of Practice* professional development initiative sponsored by the ELC.
- (3) Ensure all participating instructional classroom staff completes available training in identified tools such as Classroom Assessment Scoring System (CLASS) and Teaching Strategies GOLD (TSG) in a timely manner and follow through with implementation plans, and reliability checks.
- (4) Facilitate access of the Master Teachers and other *Road to Child Outcomes* initiative staff to the child care center, classrooms, and teachers, for purposes of conducting observations (e.g. CLASS), providing coaching, other professional development, and quality supports.
- (5) Ensure school staff implements CLASS dimensions into their everyday interactions as agreed upon between the Family Central coach and the teacher.
- (6) Ensure school staff documents children's progress and inputs data in the TSG website, generates reports, and makes planning decisions based on data.
- (7) Identify and put into action a leadership team including the director, to provide ongoing support and insight to staff, sustainability of effective teacher-child interactions according to CLASS, and using the child assessment information from TSG, develop plans to support children's learning outcomes.
- (8) Work in partnership with Parent Educator, Master Teachers, and other *Road to Child Outcomes* initiative staff, to implement family engagement and support services provided by SBBC.
- (9) Work in partnership with Master Teachers and other *Road to Child Outcomes* initiative staff to achieve and maintain overall high quality care including the learning environment to realize maximum child outcomes.

Indemnification

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



- (1) By Contracted Provider: *SBBC* agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (2) By Child Care Provider: *Childcare Provider* agrees to indemnify, hold harmless and defend *SBBC*, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which *SBBC*, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Childcare Provider*, its agents, servants or employees; the equipment of *Childcare Provider* its agents, servants or employees while such equipment is on premises owned or controlled by *SBBC*; or the negligence of *Childcare Provider* or the negligence of *Childcare Provider's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including *SBBC's* property, and injury or death of any person whether employed by *Childcare Provider*, *SBBC* or otherwise.

Miscellaneous

Term and Effective Date: The Agreement shall begin upon execution by all parties and remain in effect so long as the *Road to Child Outcomes* Participation Agreement is in effect.

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

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

No Waiver of Sovereign Immunity: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



Agreement Modification: This Agreement may be modified during its initial term or any renewal term by mutual agreement of the parties provided such agreement is in writing and executed by both parties.

Entire Instrument: The Agreement constitutes the entire instrument relating to the subject matter hereof and supersedes all prior and contemporaneous instruments, understandings, negotiations, and discussions, both written and oral, among such parties with respect to such subject matter. There are no representations, promises or undertakings other than those expressly set forth in the Agreement.

No Waiver: No waiver of any provisions of the Agreement will constitute a waiver of any other provisions of the Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

No Third Party Beneficiary: Nothing expressed or implied in the Agreement shall be construed to confer upon or give any rights or remedies to any person other than the parties hereto and their respective successors and assigns.

Venue: This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida.

Severability: If any provision, term, or condition of the Agreement is held to be illegal, invalid, or void for any reason whatsoever, by any court of competent jurisdiction, and such declaration shall be finally upheld on any and all appeals and petitions taken therefrom, the Agreement shall be read as if such illegal, invalid or void provision were not a part of the Agreement, and the remainder of the Agreement shall remain in full force and effect.

Priority of Documents: In the event of a conflict between the terms of this Agreement and the *Road To Child Outcomes* Contract between the ELC and SBBC, the terms and conditions of the *Road To Child Outcomes* Contract shall prevail.

Termination: This Agreement may be terminated by either party at any time upon no less than seven (7) days written notice to the other party.

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.

Notice: Any notices, communications and waivers under this Agreement shall be in writing and shall be as delivered by the following methods: (i) hand delivery, (ii) by depositing such notice in the United States mail, certified or registered mail with return receipt requested, postage prepaid or (iii) via overnight air courier service. Unless otherwise provided in this Agreement, notice by registered or certified mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery it shall be presumed to have been delivered on the seventh day after it was deposited in the mail.

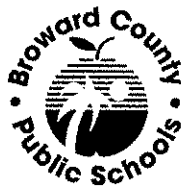


The addresses in each case shall be as follows:

Childcare Provider: Youth Impact, Inc.
Early Education Center
1627 Poinciana Drive
Pembroke Pines, FL 33025
Attn: Windi Siegel

SBBC: The School Board of Broward County, Florida

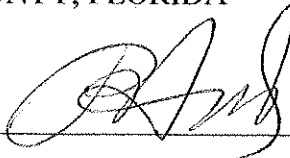
600 S.E. Third Avenue
Fort Lauderdale, FL 33301
Attn: Dr. Lori Canning
Early Childhood Education Department, Sixth Floor



FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By  _____

Patricia Good, Chair

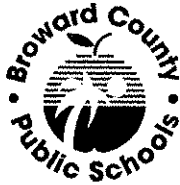
ATTEST:

 _____

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 _____
Office of the General Counsel



FOR YOUTH IMPACT, INC. EARLY EDUCATION CENTER

(Corporate Seal)

Youth Impact, Inc.
Early Education Center

By Wendi Siegel et al.

ATTEST:

_____, Secretary

-or-

Witness

Witness

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

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 24th day of March, 2014 by Wendi Siegel of

Youth Impact, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced FLDL-SA40886499480 as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 8/24/2015

Veronica Cyrus
Signature - Notary Public

Veronica Cyrus
Printed Name of Notary

EE 124847
Notary's Commission No.

