

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CATAPULT LEARNING, LLC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
Two Aquarium Drive, Suite 100
Camden, New Jersey 08103

WHEREAS, SBBC issued a Request for Proposal identified as RFP 15-007V – Title I Educational Services for Private School Students (hereinafter referred to as "RFP"), dated February 12, 2014 and amended by Addendum No. 3, dated March 10, 2014, Addendum No. 2, dated March 4, 2014 and Addendum No. 1, dated February 27, 2014 of which are incorporated by reference herein, for the purpose of receiving proposals for Title I educational services for private school students.

WHEREAS, VENDOR offered a proposal dated February 27, 2014 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

WHEREAS, VENDOR shall provide educational services in the areas of reading and mathematics to students enrolled in private schools who generate Title I funding. VENDOR shall also provide qualified personnel, all equipment and materials and supplies as well as professional development and parental involvement activities necessary in order to deliver remedial basic skills instruction to students who are failing or at-risk of failing as required by Title I regulations.

WHEREAS, SBBC is desirous of obtaining the services by VENDOR for providing Title I educational services for private school students.

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2014** and conclude on **June 30, 2017**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended of two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter to renew from VENDOR, prior to the end of the contract period. Any renewal period shall be approved by the Amendment to this Agreement.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 3, then;
- Third: Addendum No. 2, then;
- Fourth: Addendum No. 1, then;
- Fifth: RFP 15-007V – Title I Educational Services for Private School Students, then;
- Sixth: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule

- | | |
|---|---|
| 2.03.1 Instructional Services | \$91.23/hr. |
| 2.03.2 Parental Involvement (Instruction) | \$100/Flat Rate per event |
| 2.03.3 Staff Development (Instruction) | \$500/Flat Rate per event |
| 2.03.4 Administrative Cost | 4% Single Percentage of Monthly
Cost of Instructional Services |

2.04 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A**.

2.05 **M/WBE Participation.** VENDOR will provide for M/WBE participation during its performance of services under this contract agreement by using Innovations (Printing Services) and Amitesh, Inc. d/b/a Ace Office Supplies as set forth in VENDOR's proposal.

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

ARTICLE 2 – SPECIAL CONDITIONS

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

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

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

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

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

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

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

ARTICLE 2 – SPECIAL CONDITIONS

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

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

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

With a Copy to: Director, Title 1, Migrant & Special Programs
The School Board of Broward County, Florida
701 N.W. 31st Avenue
Fort Lauderdale, Florida 33311

To VENDOR: Catapult Learning, LLC
Two Aquarium Drive, Suite 100
Camden, NJ 08103

With a Copy to: Christine Lamadrid
Catapult Learning, LLC
11402 N.W. 41st Street, Suite 201
Miami, Florida 33178

2.08 Background Screening: VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS

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

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

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

ARTICLE 3 – GENERAL CONDITIONS

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

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

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

ARTICLE 3 – GENERAL CONDITIONS

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

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to VENDOR of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay VENDOR for all services rendered through the effective date of termination.

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

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

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

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any

ARTICLE 3 – GENERAL CONDITIONS

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

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

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

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

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

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

ARTICLE 3 – GENERAL CONDITIONS

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

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

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

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

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

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

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

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

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

ARTICLE 3 – GENERAL CONDITIONS

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

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

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

FOR SBBC

(Corporate Seal)

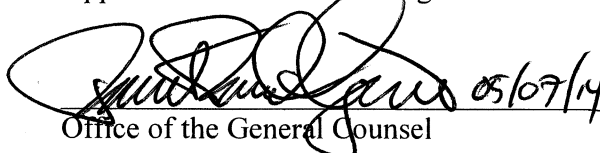
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 05/07/14
Office of the General Counsel

FOR VENDOR

(Corporate Seal)

CATAPULT LEARNING, LLC

ATTEST:

By 
CFO

_____, 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 _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

DELIVERABLES

1. **Overview:** VENDOR shall provide supplementary instruction in reading and mathematics to eligible students (enrolled in Grades K-8) at private schools within Broward County, Florida. Services shall be provided during the term of this contract by qualified staff utilizing VENDOR's programs, systems, teaching techniques, diagnostic tests and academic courses and materials. Eligible students and grades served will be determined by the District on an annual basis. Specific schedules will be developed through consultation with principals and SBBC to meet the academic needs of eligible students. In general, instructional services for students must:
 - Align with any and all individual educational plans and/or academic instructional plans designed for the student;
 - Be secular, neutral and non-ideological; and
 - Meet all applicable health, safety and civil rights laws.
2. **Supplementary Instructional Services:** VENDOR shall provide individual and/or small group (not more than eight students per group) instructional services as agreed upon during consultation of program design for each individual school in reading and/or mathematics. The specific subject area for services will be determined by the LEA based on an analysis of the multiple academic criteria determined during consultation between the LEA and the private school officials.
3. **Diagnostic Testing:** Unless the private school has elected to use available test data for student placement, a teacher employed by VENDOR shall test each student participating in the VENDOR's instructional program, utilizing standard assessment instruments and a diagnostic assessment model. A Student Supplementary Educational Plan (SSEP) will be generated for each student and will be used to guide instruction, along with regular input from classroom teachers.
4. **Instructional Services for Students:** Students shall be placed in the instructional program as determined by the LEA based on past academic performance and standardized testing results and in consultation with the school(s). A student schedule will be jointly developed by staff of the LEA, VENDOR, and school personnel to allow for maximum instructional services.
5. **Parental Involvement Activities:** VENDOR shall provide services for parents of participating students designed to build parent's capacity to help their children. Content of the services for parents will be developed by the LEA in consultation with the school. VENDOR shall maintain and provide the LEA with documentation of the services provided including, but not limited to, sign-in sheets, handouts, and presentation materials. The cost of services provided to parents shall be included within the cost(s) outlined in Section 4.4.3 of the RFP..
6. **Staff Development Activities:** VENDOR shall provide staff development services for teachers of participating students based on the needs of the teachers to build the capacity of the parents to help their children. Content of the services for staff will be developed by the LEA in consultation with the private school. VENDOR shall maintain and provide the LEA with documentation of the services provided including, but not limited to, sign-in sheets, handouts and presentation materials. The cost of services provided to staff shall be included within the cost(s) outlined in Section 4.4.3 of the RFP..
7. **Facilities and Equipment:** VENDOR shall provide instruction at each private school. The private school will provide a suitable room for instruction. VENDOR shall provide any consumable and non-consumable instructional materials and any needed instructional equipment and copying services.

DELIVERABLES

8. **Responsibilities of the Local Educational Agency (LEA, also known as SBBC):** LEA shall also be responsible for:
- Maintaining control of the design, implementation, planning and evaluation of Title I services to the private school;
 - Determining student eligibility;
 - Determining assessments and evaluation of the program;
 - Making changes to the instructional program for individual students whose data indicates a lack of or only limited progress;
 - Design intervention for students who are habitually absent or tardy;
 - Monitoring the services provided and ensuring they are consistent with the approved Service Delivery Plan and all applicable laws and regulations;
 - Handling all budgetary matters of the private school allocation, including developing the budget and expenditure of funds;
 - Payment for services rendered;
 - Terminating the contract if goals, timelines and responsibilities outlined in this contract are not met.
9. **VENDOR's Responsibilities:**
- Providing services to participating students early in the school year to ensure the equitable provision of services as described in the Service Delivery Plan developed by the LEA in consultation with the private school;
 - Ensuring services provided are only rendered to students identified by the LEA as eligible and not to all students in the school; and
 - Implementing services to students, parents and teachers of participating students in accordance with this RFP and the Service Delivery Plan.
10. **Reports:** Instructional reports shall be periodically (as requested by SBBC) delivered to SBBC as described below:
- Assessment Results: Pretest results for all eligible Title I students will be sent to the LEA within thirty (30) days of identification and post-test results will be provided at the end of the school year or within thirty (30) days of the student's completion of VENDOR's program, whichever comes first.
 - Progress Reports: During the school year, VENDOR shall prepare and deliver a minimum of four (4) reports on the progress of each child enrolled in the program. VENDOR will distribute reports to the LEA, school and parent of each enrolled child.
 - Intervention Report: VENDOR shall submit a written report describing the interventions provided and results of such interventions for students the LEA has determined need additional support and intervention.
 - End-of-Year Report: VENDOR shall provide a cumulative summary of participating students, the overall instructional gains of participating students, and the school staff interactions with parents of participating students throughout the school year. VENDOR shall deliver this report to SBBC at the end of the school year.
11. **Program Evaluation:** SBBC and VENDOR agree and understand that the overall evaluation of the success of VENDOR's program is the responsibility of the LEA in consultation with private school officials. This evaluation will be developed by the LEA and may include, at the discretion of the LEA, surveys, observations, assessments and any other criteria determined appropriate. Specifically, the LEA will use the following methods to evaluate the effectiveness of the Title I program implemented as described in this contract and Service Delivery Plan:
- Comparison of pre- and post-assessment results;
 - Review and analysis of survey results conducted with school officials, teachers and parents; and
 - Review of the services provided (e.g. number of students served, hours of service provided, type of service and student progress).

DELIVERABLES

12. **Student Instruction:** In a small group with the VENDOR's teacher, the emphasis is placed on the process as well as the product. VENDOR's teachers will collaborate with the classroom teachers to receive instructions and academic guidance on providing supplemental academic instruction. Written documentation of this collaboration will be made on a quarterly basis.

VENDOR's education plan supports the early identification of learning difficulties, instruction tailored to meet the needs of individual students and the development of student self-esteem through positive learning environment. VENDOR uses specific teaching strategies with a diagnostic-preventative model. Upon referral, student's needs are identified through teacher observation and testing. Student progress is carefully monitored by VENDOR's teacher on a continual basis in the small group setting. This setting supports learning in an atmosphere that is cheerful and work-centered. Expectations of student behavior and participation are clear and consistent. Lastly, the physical environment exposes students to peripheral reading supports, which are designed to provoke thought and discussion.

13. VENDOR's Personnel:

- Program teachers assigned to provide instructional services as set forth in this contract shall be employees of the VENDOR who shall be hired and compensated by VENDOR. These teachers shall be trained by VENDOR's staff regarding the program and methodology. Further, these teachers shall be supported during the term of this contract by the VENDOR's management staff.
- Only qualified instructors who hold a current teacher's certificate from the State of Florida teacher licensing agency or who meeting current provisions for certification will be used for direct instruction. VENDOR shall provide SBBC with teacher's certificate(s) for all instructional personnel prior to the start of instruction.
- Fees associated with certifying VENDOR's instructors to teach in these select private schools shall be assumed by VENDOR or individual instructors (i.e. fingerprinting fee). VENDOR shall furnish SBBC (Title I Department) with a copy of each teacher's certificate and documentation of his/her background check.

14. **Supporting Documentation:** VENDOR shall provide SBBC with supporting documentation with each invoice. The supporting documentation shall include: student attendance rosters with principal's signature, teacher sign-in sheets, teacher schedules, instructional services form, lesson plans and student progress reports. The supporting documentation for Professional Development and Parent involvement activities shall include: confirmation request form, work order, agendas, participant and facilitator sign-in sheets, participant evaluation forms. The supporting documentation for Administrative Costs shall include an administrative cost form.

15. **Student Lists and Site Visits:** SBBC will provide and update a list of students to be served.

SBBC will visit each eligible school site as needed to verify services have occurred and are on-going as stated in this contract.

16. **Payment for Services:** VENDOR shall submit to SBBC itemized monthly invoices by the 15th of each month for the services provided during the preceding calendar month showing the following fees: **Instructional, Administrative (includes travel), and materials/supplies as offered in the Cost of Services of the RFP.**

In consideration of the services, materials and equipment provided by the VENDOR as described herein, the LEA shall pay the VENDOR a fee (the "Fee"), based on the services provided to each participating student enrolled in a private school. The total amount of the Fee may not exceed the allocated amount.

DELIVERABLES16. **Payment for Services (Continued):**

Monthly invoices shall separate the costs for instructional services, activities provided to parents of participating children, professional development provided to teachers of participating students, and administrative costs (may not exceed 10% of the total allocation).

SBBC shall pay VENDOR the hourly cost provided in their proposal in order to provide tutorial services for students that meet Title I eligibility requirements. Payments will be made monthly. Invoices will not be paid in advance according to Florida Statutes; therefore, each pay period will be invoiced on the last day specified. Payments will be forwarded to the address stated on the invoice. **Note: The LEA has the right to withhold payment if any requirement is not met.**

The LEA may request additional documentation or explanation regarding the VENDOR's services to students at any time and the VENDOR shall respond to such requests promptly with additional information the LEA may require. Failure to provide additional information or explain why it cannot be provided within thirty (30) days of receipt of the LEA's request may be cause for default and termination of contract.

17. **Monitoring and/or Audits:** VENDOR's program, curriculum and instruction may be monitored through a review of lesson plans, curriculum documents and instructional materials to determine if the implemented program is consistent with the Service Delivery Plan. Quarterly reviews of students' progress toward meeting the stated goals will be conducted by the LEA. Based on the results of those reviews, and/or additional documentation, the LEA may make changes to the instructional program.

A representative of the LEA may observe VENDOR's services to students at any time with or without prior notice to the VENDOR.

18. **Control and Care of Students:** VENDOR is responsible for the control and safety of all students in the program from the time student arrives until the students are placed under the control of the parent/guardian or private school official. Prior to beginning services, VENDOR will be provided with contact information detailing who to contact in case of an emergency as well as a list of adults authorized to pick up the student. This information must be kept by VENDOR and made available to VENDOR's employees at all time when the student is being served. Students will not be released into the custody of unauthorized person(s).

VENDOR shall make a first-aid kit available while Title I, Part A services are being provided. If a child needs minor aid such as a band-aid or ice pack, he or she shall be given the item to apply themselves. For more serious injuries or emergencies, the parent(s)/guardian(s) shall be called immediately. VENDOR's employees shall not dispense medications to children without parent approval. VENDOR's employees will not release medications (including inhalers) to a student unless the information is documented on a medical release form. The LEA, private school and parents shall be notified of any incidents in which first-aid and/or medications were needed.

19. **Student Records/Consents:** VENDOR shall maintain confidentiality of all student records in compliance with applicable federal and state laws. Records shall include tests, attendance records, and student diagnostic summaries. Additionally, VENDOR shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of VENDOR and SBBC for the mutual disclosure of the student's records by and between SBBC and VENDOR.

DELIVERABLES

20. **Record Retention:** VENDOR agrees to retain and make available to SBBC all records related to this contract for at least five (5) years after the contract is completed at no cost to SBBC. SBBC reserves the right to audit and inspect all records maintained by VENDOR in providing services under this contract.
21. **Teachers and Services:** VENDOR shall provide a certified teacher at the proposed sites with the responsibility of planning, administering and assessing an individualized supplementary instructional program in reading and/or mathematics for Title I students. All services will be delivered at student's school. The Title I funded teachers **can not** engage in team teaching or other cooperative instructional activities with private school personnel and they cannot introduce any religious matter into their teaching or become involved in the religious activities of the private school.
22. **Appropriate Educational Materials:** VENDOR shall provide supplemental textbooks, equipment and other instructional materials used in the program that is current and appropriate for the instructional levels and academic needs of participating students, and the inventories of these materials are to be labeled as "Title I Property" accessible and available upon request. Materials purchased under this contract can only be utilized with Title I students.
23. **Instructor Assignment:** VENDOR shall provide the principal of each school with written notification when a teacher is assigned.
24. **Criminal Background Checks:** Every teacher engaged in direct instruction must satisfy the requirements for fingerprinting and criminal background checks as required by law and by SBBC prior to working with students in the program. **(Refer to General Condition 7.30)**
25. **Reporting Suspected Cases of Child Abuse:** VENDOR assures the LEA that all staff members, including volunteers are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including, but not limited to, Sections 39.201 and 937.025, Florida Statutes. VENDOR agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. VENDOR agrees that all staff members will abide by such laws in a timely manner.
- When the VENDOR becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under their supervision, the VENDOR shall call the Child Abuse Hotline immediately and then submit within twenty-four (24) hours an accident report to child abuse to the LEA liaison or Title I Director within twenty-four (24) hours when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under the VENDOR's supervision.
26. **Prohibition of Lobbying:** The funds provided under this contract may not be expended for the purpose of lobbying.
27. **Agreement:** In providing all services under this contract, VENDOR shall abide by all federal, state, and local statutes, ordinances, rules, regulations and standards, as well as the standards and requirements imposed upon the LEA by federal and state agencies providing funding to the LEA for the purchase of VENDOR's services.
28. **GEPA Statement:** VENDOR and their employees must comply with all federal and state laws and regulations and with School Board policies related to health, safety and civil rights, the Americans with Disabilities Education Act (ADA), Section 504 of the Rehabilitation Act, and Individuals with Disabilities Act (IDEA). VENDOR is prohibited from discriminating on the basis of race, religion, sex, age, handicap or sexual orientation in employment or operation of the program. Failure to comply with this requirement will result in default of contract.