



## 2024 - 2025 Premium Services Agreement (PSA) Cover Page

Thank you for partnering with Broward County Public Schools for premium services in the 2024-2025 school year!

Email this cover page and the PSA to Deborah Cardoso, [Deborah.cardoso@browardschools.com](mailto:Deborah.cardoso@browardschools.com) by **April 5, 2024**. Contact us if there is a possibility that you will miss the April 5<sup>th</sup> deadline.

1. Is your school's Governing Board's name changing this year? Yes No

Explain: \_\_\_\_\_

2. Is your school's name or address changing this year? Yes No

Explain: \_\_\_\_\_

Before submitting, please check to make sure the following is complete:

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- Page 1 includes correct Governing Board information.
- Page 16 includes correct school name, MSID and address.
- Page 23:
  - includes the correct School and Governing Board information.
  - is signed by the Governing Board Chair.
  - has one attestation, signatures from two witnesses or the Board Secretary.
  - is signed by a notary.
- The Premium Services Agreement is scanned into **one** document with this completed cover page attached. (Only one cover page is needed for large organizations.)
- The final PDF is clean, straight, and legible.
- Email the Premium Services Agreement and cover page to Deborah Cardoso, [Deborah.cardoso@browardschools.com](mailto:Deborah.cardoso@browardschools.com)

Contact Us:

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## PREMIUM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into 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

**The City of Pembroke Pines**

(City of Pembroke Pines High – Loc. # 5121)

A Florida not-for-profit organization (hereinafter referred to as “School”),

Whose principal place of business is

601 City Center Way, 4th Floor, Pembroke Pines, FL 33025

**WHEREAS**, SBBC has the authority pursuant to Section 1002.33(20)(b), Florida Statutes, to make goods and/or services available to the School through a negotiated contract separate from the charter school agreement existing between the parties; and

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

**WHEREAS**, the School is a not-for-profit organization operating a public charter school in Broward County, FL.

**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 are 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.** The term of this Agreement commences upon the date of the last signature below (“Effective Date”) and concludes on **June 30, 2025**, unless terminated earlier pursuant to Section 3.05 of this Agreement. SBBC shall not be obligated to provide any service to the school prior to the effective date of this Agreement.

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

(a) “FTE Withholding” refers to Full Time Equivalent Withholding and is the process by which SBBC obtains payments for premium services and products as specified on the Work Order. Order Total on an authorized Work Order is withheld from the School’s FTE Distribution immediately following the authorization of a Work Order. Remaining Balances are withheld in installments as described in Section 2.03(b)19.

(b) “Work Order” refers to the form prepared by the Choice/Charter Schools Management Support Department and executed by the School’s Principal, which includes an itemized list of ordered services or products, prices and agreed upon FTE funds that will be withheld from the School’s FTE distribution;

(c) “Premium Services Partner” refers to one of a number of Schools receiving a Pooled Premium Service;

(d) “Pooled Premium Service” refers to a service that is subject to a requirement that a minimum number of Premium Services Partners have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services;

(e) “Contracted Hours” refers to the number of hours and the work schedule hours an SBBC employee is contracted to work;

(f) “Screening Duration” refers to the total number of business days necessary to provide health screenings to all enrolled Kindergarten, First, Third, and Sixth grade students and students that are new to Broward County and/or required to receive Hearing and Vision Screening in accordance with the Response to Intervention/Multi-Tiered System of Supports process at the School;

(g) “WIDA” refers to an organization that developed English Language Proficiency Standards;

(h) “Service Providers” refers to individuals employed by or under contract with SBBC that provide premium services directly to the School;

(i) “School Officials” refers to service providers that have a “legitimate educational interest” in accessing personally identifiable information contained in education records;

(j) “Intervention Counseling” refers to short-term, intervention, non-therapeutic counseling for students not to exceed three (3) sessions;

(k) “Nested Charter Schools” are at least two charter schools, each identifiable by their own Master School ID, that are either located at the same address or located on contiguous property, and under the direction of the same school administrator and governing board;

(l) “Date of Placement” is the date communicated to the School by the Choice/Charter Schools Management Support Department for the initiation of Speech Language Pathology, Physical Therapy, Occupational Therapy, ESE Counseling or School Nurse Full-time services. Date of Placement does not require confirmation by the School to go into effect.

## **2.03 Contract Deliverables.**

### **(a) Duties and Obligations of Each Party.**

#### **1) The School will:**

- a. authorize a Work Order for services or products and, following guidelines communicated by SBBC, submit the Work Order to SBBC; and
- b. communicate with SBBC in a timely manner to coordinate delivery of premium services and products.

2) **The SBBC will:**

- a. analyze resources available to deliver requested premium services;
- b. coordinate, schedule and deliver available premium services and products; and
- c. coordinate withholding of FTE funds for payment of services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

(b) **Description of Premium Services.**

1) **Assessments.** The School may be able to obtain voluntary district-wide assessments listed in this section. If applicable, the School will assign a School Assessment Coordinator the responsibility of picking up voluntary district-wide assessments from a designated area and returning all used and unused materials as directed for the particular assessment within two (2) business days of testing administration completion to the designated area; refer and abide by SBBC's 2024-2025 Research Evaluation and Accountability District-wide Testing Calendar and notifications from the Research Evaluation and Accountability Department for mandatory session schedules of and procedures for voluntary district-wide assessments; and access information from the Research Evaluation and Accountability Department's SharePoint site as needed for required testing plans and procedures and to disseminate the information in a timely manner to the School's staff member responsible for administering the pertinent assessment. The School may cancel or adjust quantities on a work order for assessments in writing to the Choice/Charter Schools Management Support Department thirty (30) calendar days prior to the first day of the assessment's administration date and will receive a full refund. If the School cancels a work order for assessments less than thirty (30) calendar days before the first day of the assessment's administration, or does not administer the assessment, the School will be charged the full price of the assessment. SBBC is authorized to withhold FTE funds from the School for unpaid assessments administered by the School as evidenced by a difference between the quantity on a work order and the quantity reported by the Research Evaluation and Accountability Department.

- a. **Interim Assessment** is an assessment designed to monitor progress of students towards mastery of the Florida Standards. Data from Interim Assessments enable classroom teachers to modify instruction in order to provide additional support and interventions to students. Interim Assessments are available in packages of ten (10) tests for a price of fifty dollars (\$50.00). **Other Interim Assessments** may become available. The terms and descriptions of which will be established and communicated to the School through notifications from the Research Evaluation and Accountability Department during the term of this Agreement. The School will agree to the price of the **Other Interim Assessment** by submitting a work order to SBBC.

- b. **Primary Assessments** are available in packages of ten (10) tests for a price of Fifty Dollars (\$50.00). The **Primary Reading End of Year Assessment** may be utilized as promotion criteria in Grades One (1) and Two (2). If the assessment is paper based, the School agrees to purchase the quantity of Primary Assessments based on first and second grade enrollment plus overage, as determined by the Student Assessment and Research Department.
- c. **Universal Screening Abilities Test** is designed to measure students' learned reasoning in verbal, quantitative and nonverbal abilities, and are available in packages of ten (10) tests for one hundred fifty dollars (\$150.00).

2) **Behavior Intervention Committee (“BIC”)**. BIC evaluates student's behavioral concerns and/or incidents and ensures students are in the appropriate educational setting. This service is appropriate for students with five (5) behavioral referrals and intended to provide behavioral support services to the School prior to a student demonstrating a pattern of increasingly disruptive and unresponsive behavior. For the purposes of this Agreement, a “traditional school setting” means enrollment in the School’s regular educational program. By submitting a work order for this premium service, the School is requesting SBBC to determine appropriate student assignment. Referral to the BIC does not ensure recommendation for assignment to the Behavior Intervention Program. The price of referring one student to the BIC is five hundred twenty-five dollars (\$525.00). Depending on the referred student’s educational program referral history and current educational program placement, the School may purchase a Psychosocial Evaluation for the referred student at a price of one thousand six hundred dollars (\$1,600.00) per referral. BIC and psychosocial services are non-refundable.

3) **Breakout Sessions**. Breakout Sessions are designed to support specialized School staff that are either new to one of the areas listed below or need technical assistance and one-on-one support beyond the normal or average amount of support required by staff in the same role at the majority of schools in the District. The two types of Breakout Sessions listed below are for up to Ten (10) participants and no less than four (4) participants, for a price of three hundred fifty dollars (\$350.00) per participant, and are conducted by SBBC staff in-person or virtually. Breakout Session types are transferable and non-refundable.

- a. **ESE Specialist** Breakout Sessions are available in units of two (2), two (2) hour sessions designed to provide customized support to new or existing Exceptional Student Education (“ESE”) Specialists within charter schools for the implementation of information obtained at District-wide ESE Specialist meetings.
- b. **504 Liaison** Breakout Sessions are four (4) hour sessions designed to provide customized support to new or existing 504 Liaisons within charter schools for the implementation of information obtained at District-wide annual 504 meetings and 504 Liaison Workshop.

4) **Broward Truancy Intervention Program (“BTIP”)**. BTIP services are available to Pooled Premium Services Partners for an additional fee. The need for the Broward Truancy Intervention Program arises when a student exhibits behavior consistent with a pattern of nonattendance. If the School chooses to request BTIP services, the School must have documentation of implemented interventions that have been unsuccessful in remediating patterns

of nonattendance. School staff will contact the Student Services Department for questions and consultation regarding best practices, policy clarification and intervention to remediate the above issues. Multiple documented levels of services by the School and School personnel, as well as a menu of strategies, are required to implement the BTIP process with fidelity. The price for referring one student to the BTIP process is five hundred and twenty-five dollars (\$525.00). BTIP services are non-refundable.

5) **Consultations.** Consultations may be purchased for a price of one hundred and fifty dollars (\$150.00) per hour. Orders for consultations are binding once accepted by SBBC and are transferable among the consultation types listed below. Consultation types are transferable and non-refundable.

- a. **ESE Specialist Consultations** are customized, one-on-one, virtual consultations with ESE Specialists to assist the school with IDEA and ESE compliance.
- b. **504 Liaison Consultations** are customized, one-on-one, virtual consultations with 504 Liaisons to assist the School with Section 504/ADA compliance.
- c. **ESOL Contact Consultations** are customized, one-on-one consultations to assist the School in the implementation of ESOL services. The School must purchase a minimum of three (3), one (1) hour ESOL Contact Consultations. Upon completion of three hours of ESOL Contact Consultations, the School may purchase additional hours in one (1) hour increments.
- d. **MTSS/RtI Consultations** on the RtI process are designed to assist the school-based leadership team and the collaborative problem-solving team with school-wide procedures for ensuring fidelity of implementation. Consultations that require assistance regarding student specific RtI procedures with an emphasis on targeted (Tier 2) and intensive (Tier 3) interventions require a minimum of two (2) consultation hours.
- e. **Other Consultations** developed by SBBC are available on topics pertaining to the needs of the School in alignment with the services provided by an indicated Department.

6) **CPR, First Aid, and AED Certification Training.** CPR, First Aid, and AED Training is for certification of selected staff in CPR, First Aid, and AED skills. Participants will receive a CPR certification card at the completion of the training. The price of CPR, First Aid and AED Certification Training is seventy-five dollars (\$75.00) per participant. Requests to cancel CPR, AED and First Aid Training must be submitted in writing to the Choice/Charter Schools Management Support Department fourteen (14) calendar days prior to the first day of the confirmed training date. The School will be refunded one hundred percent (100%) of the unit price. If the School cancels unit(s) less than fourteen (14) calendar days prior to the first day of the training date, the School will be charged the full price of the unit(s).

7) **Stop the Bleed Certification Training.** Stop the Bleed is for certification of selected staff in identifying life-threatening bleeding and effective intervention. The price of Stop the Bleed Certification Training is forty-five dollars (\$45.00) per participant. Requests to cancel Stop the Bleed must be submitted in writing to the Choice/Charter Schools Management Support

Department fourteen (14) calendar days prior to the first day of the confirmed training date. The School will be refunded one hundred percent (100%) of the unit price. If the School cancels unit(s) less than fourteen (14) calendar days prior to the first day of the training date, the School will be charged the full price of the unit(s).

8) **Crisis Intervention Services.** Crisis Intervention Services are available during times of crisis including, but not limited to, death of a student, staff or family member, natural disasters, terrorist activity, or any event in the school or home setting which may negatively affect student or staff functioning. Initial and sustained school-wide support includes group facilitation and individual counseling as needed. Crisis Intervention Services may be purchased at a price of nine hundred dollars (\$900.00) per day. Availability of additional hours and/or personnel is subject to availability of SBBC resources at the time of the crisis. Requests to cancel or adjust orders based on genuine extenuating circumstances must be in writing from the School's Principal to the Choice/Charter Schools Management Support Department. SBBC reserves the right to deny the request.

9) **ESE Service Providers.** ESE Service Providers listed in this section may be available to the School. The School will obtain written parental consent prior to the School's disclosure of personally identifiable information contained in education records, if necessary, prior to releasing such information to Service Providers; provide curriculum materials and/or adaptive equipment, a system for students to report directly and on time to the Service Provider at the time of their session, a point of contact at the School, electronic access to the District's electronic management system for the ESE program through an on-site device, if necessary, for purposes of logging services and progress, and a self-contained room with enough space for individual and group therapy sessions and a window for safety; avoid scheduling the Service Provider for mandatory planning meetings during the time of the Service Provider's scheduled student sessions. If the Service Provider is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of Free and Appropriate Public Education ("FAPE") determined by the Individual Education Program ("IEP") committee; follow procedures for determining eligibility and educational needs of students; and cancel orders for above-mentioned services prior to Date of Placement of a provider. If services are virtual, the School will work with the service provider to ensure students are brought to the service area, equipped with necessary materials and tools, and provided supervision and support throughout the duration of the service. SBBC reserves the right to retain twenty-five percent (25%) of a one-month installment for cancelation requests received between seven (7) calendar days prior to placement and four (4) weeks after placement of a Service Provider.

a. **ESE Counseling Services** are available for counseling as a related service as indicated on a student's Individual Education Plan ("IEP") and may be purchased from SBBC at a price of ninety-eight dollars (\$98.00) per hour. ESE Counselor services include planning for and provision of counseling as a related service to students enrolled at the School who have counseling identified on the IEP as a related service to special education services in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a need for social and emotional services as related to academics; counseling as a related service activities include provision of counseling as a

related service for improving ability to perform academic tasks; planning activities include, but are not limited to, preparing for and logging service sessions and communication with members of the IEP team regarding the student's progression toward an academic goal; and participation in the IEP team or Educational Plan ("EP") Team to assist in determining if counseling as a related service is required for a student to benefit from the educational program by considering, on a case-by-case basis, whether counseling services are necessary to facilitate the student's academic, social/interpersonal, or emotional/behavioral progress. The decision regarding the need for counseling as a related service may occur during the initial development of the IEP, annually at the IEP meeting, during reevaluation, or any other time members of the IEP team request that it be addressed. ESE Counseling Services rendered in less than one (1) hour will be rounded up to the nearest hour. Each additional thirty (30) minutes will be rounded up to the nearest hour.

- b. **Occupational Therapy ("OT") Services** may be purchased from SBBC at a price of seventy-nine dollars (\$79.00) per hour. Occupational Therapy services may include evaluation of, planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who need special education and related services. Occupational Therapy services include therapy activities for improving ability to perform tasks for independent functioning related to impairments; planning activities include, but are not limited to, preparing for student therapy sessions, consultation and guidance of parents, children, and teachers regarding impairments; and evaluations for students with current ESE Eligibility at the discretion of the School. OT Services rendered in less than one (1) hour will be rounded up to the nearest hour. Each additional thirty (30) minutes will be rounded up to the nearest hour. If the cost of OT services established by SBBC changes during the term of this Agreement, the School will agree to a new price of OT Services by submitting a work order to SBBC.
- c. **Physical Therapy ("PT") Services** may be purchased from SBBC at a price of seventy-nine dollars (\$79.00) per hour. Physical Therapy services may include evaluation of, planning for and of provision therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who need special education and related services. Physical Therapy services include provision of physical therapy services for improving ability to perform tasks for independent functioning related to impairments; planning activities include, but are not limited to, preparing for student therapy sessions, consultation and guidance of parents, children, and teachers regarding physical impairments; and evaluations for students with current ESE eligibility at the School's discretion. PT Services rendered in less than one (1) hour will be rounded up to the nearest hour. Each additional thirty (30) minutes will be rounded up to the nearest hour. If the cost of PT services

established by SBBC changes during the term of this Agreement, the School will agree to a new price of PT Services by submitting a work order to SBBC.

d. **Speech Language Pathology (“SLP”) Services** may be purchased from SBBC at a price of eighty-nine dollars (\$89.00) per hour. Speech Language Pathology Services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.8 as having a Speech Language Impairment and who need special education and related services. Speech Language Pathology services include provisions of speech and language services for the habilitation or prevention of communicative impairments; planning activities include, but are not limited to, preparing for student therapy sessions, providing input of current information regarding student’s performance levels and progress, participation in IEP meetings, consultations and guidance of parents, children, and teachers regarding Speech and Language Impairments, and recommendations for specific medical or other professional attention necessary for the habilitation of Speech Language Impairments; and three (3) year Re-evaluations.

10) **ESOL Family Game Night.** A two (2) hour evening parent event conducted by SBBC staff available to ESOL students and parents of ESOL students. Parents and students engage in a presentation from SBBC staff and participate in language proficiency games in one (1) specified content area. The price of one ESOL Family Game Night for up to fifteen (15) families per language is five hundred dollars (\$500.00).

11) **Health Screenings.** Health Screenings may be available at a price of one thousand three hundred fifty dollars (\$350.00) per twenty-five (25) students. Twenty-five (25) students is equivalent to seventy-five (75) screening units of kindergarten students, one hundred (100) screening units of first and third graders and one hundred twenty (150) screening units of sixth graders. This service includes health screeners that travel to the School to conduct health screenings on the School site for the Screening Duration, equipment to screen students, and may or may not include one follow-up health screening for up to twenty-five (25) screening units per screening duration. If a follow-up screening is not available, the School will receive a refund of Ninety Dollars (\$90.00). The Screening Duration ordered by the School should allow for the screening of up to one hundred (100) students each day, the calculation of student data, and documentation of health screening data onto individual student reports. The School is responsible for obtaining written parental consent prior to the School’s disclosure of personally identifiable information contained in education records, if necessary, prior to releasing such information to Service Providers. The School is responsible for providing screening equipment for Health Screening, if applicable, preparing individual student forms, and providing requested documentation to the health screening team or nurse so that they may fulfill their duty. Failure of the School to prepare individual student forms or provide the health screening team or nurse with necessary forms and information will reduce the number of students screened per day. The School is responsible for reporting health screening data as directed by the Coordinated Student Health Services Department. Requests to cancel or adjust orders based on genuine extenuating circumstances must be in writing from the School’s Principal to the Choice/Charter Schools Management Support Department. SBBC reserves the right to deny the request.

12) **Middle School Athletics Association (“MSAA”) Services.** MSAA Services listed below may be available to the School. The School agrees to MSAA Rules and Regulations; to submit an Intent to Play form to SBBC by the stipulated date; to promote both a boys and a girls team and make an attempt to enroll both boys and girls into each MSAA sport that the School is offering; and to maintain participation in three (3) out of five (5) available MSAA sports throughout the term of this Agreement. The five (5) available MSAA sports include, but are not limited to: soccer, flag football, basketball, volleyball, and track and field. In addition to the three (3) out of five (5) available MSAA sports, the School may also choose to participate in golf and/or cross country. The School will ensure that communication from the Student Activities and Athletics Department is accessible to the School’s Athletic Director and will arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines. Failure by the School to arrive at a game on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in all MSAA sports for the term of this Agreement. The School will not receive a refund for forfeited games. SBBC reserves the right to refuse the School’s participation in MSAA sports. Requests to cancel MSAA orders based on genuine extenuating circumstances must be submitted in writing to the Choice/Charter Schools Management Support Department and the Athletics and Student Activities Department. SBBC reserves the right to deny the request.

- a. **Middle School Athletics Association Dues.** MSAA Dues in the amount of three hundred fifty dollars (\$350.00) will be withheld from the School’s FTE distribution, as authorized on the Work Order for participation in MSAA sports for one school year.
- b. **Middle School Athletics Association Home Games.** Participation in MSAA soccer, basketball, volleyball, and flag football is available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities. By purchasing Home Games, the School agrees to maintain participation in three out of five available MSAA sports throughout the term of this Agreement. Participation in Basketball is available to the School at a price of three thousand three hundred dollars (\$3,300.00). Participation in Soccer is available to the School at a price of three thousand dollars (\$3,000.00) per sport. Participation in Flag Football is available to the School at a price of two thousand five hundred dollars (\$2,500.00) per sport. Participation in Volleyball is available to the School at a price of two thousand dollars (\$2,000.00) per sport. Basketball participation includes a maximum of twenty (20) games, ten (10) home and ten (10) away games. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players. Volleyball participation includes a maximum of sixteen (16) games, eight (8) home and eight (8) away games. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than five (5) players. Flag Football participation includes a maximum of sixteen (16) games, eight (8) home and eight (8) away games. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than five (5) players to continue a game. **Soccer** participation includes a maximum of sixteen (16) games, eight (8) home and eight (8) away games. A minimum of seven (7) soccer players

per team are required to start a game, and each team must have no less than seven (7) players to continue the game.

13) **School Nurse Intermittent.** School Nurse Intermittent services are defined as an amount of work that requires less than ten (10) instructional days to complete and are available in one (1) hour increments. School Nurse Intermittent services are delivered virtually unless otherwise arranged between the School and SBBC. Services include participation in meetings, coordination with parents, school staff and medical staff, and preparation and follow-up documentation. School Nurse Intermittent services are available to the School for six hundred and fifty dollars (\$650.00) per six (6) hours. School Nurse Intermittent services rendered in less than one (1) hour will be rounded up to the nearest hour. Each additional thirty (30) minutes will be rounded up to the nearest hour.

14) **School Nurse Full-Time.** School Nurse Full-Time services are defined as an amount of work that requires more than ten (10) instructional days to complete and are available to the School for sixty-nine dollars (\$69.00) per hour. Full-time services may require a minimum number of hours per day. Services may include consulting with teachers and parents, maintaining session and progress notes and professional reports, keeping individual treatment logs, facilitating triage in the School's clinic, administrating medication, and conducting 911 assessments; specific health condition consultation and coordination to assess health needs and create individualized health and emergency care plans for students with acute or chronic health conditions. Specific health condition consultation and coordination may include a review of student health records, a consult with the student's doctor, a health assessment, an interview with the parent and/or student, a meeting with the administrator, as well as the creation of a Plan of Care and an Emergency Action Plan; and specific health conditions on-site/virtual staff training to inform the School's staff about management of specific health conditions such as seizures, diabetes, asthma, and allergic reactions. Trainings may be scheduled on the School's campus for purposes of training staff about specific health needs of a child with a chronic condition. The School will cancel orders for School Nurse Full-Time prior to Date of Placement of a provider. SBBC reserves the right to retain twenty-five percent (25%) of a one-month installment for cancelation requests received between seven (7) calendar days prior to placement and four (4) calendar weeks after placement of a Service Provider.

15) **School Social Work Services.** School Social Work Services listed in this section are a Pooled Premium Service and include liaison services between the School, a student's home, and the community. School Social Workers act as advocates for students and their families in obtaining necessary school and community services; assistance for teachers and staff with individual behavior plans; consultation in the areas of school-wide attendance processes, educational planning consultations, mental health, and cultural, developmental, and environmental factors affecting students and families; and non-attendance and truancy interventions to assist schools in assessing the causes of non-attendance/truancy problems of students referred and in the recommendation of family, community, and school-based interventions. Intervention counseling may be available for short-term individual and group counseling for a limited number of students. Crisis Intervention Services are available to schools during times of crisis including, but not limited to, death of a student, staff or family member, natural disasters, terrorist activity, or any event in the school or home setting which may negatively affect student or staff functioning. Hours and/or personnel available for Crisis Intervention Services are subject to availability of SBBC resources at the time of the crisis. Hours utilized by the School Social Worker in response to a crisis will be

deducted from the School's total purchased hours of School Social Work services. The School Social Worker may respond to the crisis with school-side support including group facilitation and individual counseling. Total price for one academic year of School Social Work services may be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. The School must submit referrals for School Social Work Services through Behavioral and Academic Support Information System ("BASIS"). The ability of the assigned School Social Worker to adequately provide services listed in this Section are dependent on variables within the School including number of purchased hours, the number of enrolled students, access to students, access to referrals in BASIS, and the quantity and effectiveness of school-based student support staff. Requests to cancel work orders for Pooled Premium School Social Work Services based on genuine extenuating circumstances must be in writing from the School's Principal to the Choice/Charter Schools Management Support Department. SBBC reserves the right to deny such requests.

- a. **School Social Work** – Fourteen (14) days may be purchased from SBBC at a price of thirteen thousand five hundred fifty-nine dollars (\$13,559.00) per year for a maximum of one hundred and five (105) hours. By purchasing this limited number of service hours, the School agrees that only students with the most critical needs will have access to intervention counseling.–
- b. **School Social Work** – Twenty-seven (27) days may be purchased from SBBC at a price of nineteen thousand nine-hundred seventy-seven dollars (\$19,977.00) per year for two hundred and two (202) hours during the term of this Agreement. Included in the two-hundred and two (202) hour service is Intervention Counseling for short-term individual and group counseling for students. Students that need ongoing therapeutic intervention are referred to appropriate agencies.
- c. **School Social Work for Nested Charter Schools** is a service that allows a School to expand access to School Social Work services to students enrolled in one of the School's Nested Charter Schools at a price of three thousand eight-hundred dollars (\$3,800.00) per year provided that the School has an authorized Work Order for the one hundred and five (105) or the two hundred and two (202) hour School Social Work Service packages and are authorized to receive such service through a Premium Services Agreement.

16) **SEAS Performances.** SEAS Performances are theatrical performances in dance, music and drama that bring storybooks and novels for children to life on stage. SEAS Performances are provided through a partnership between SBBC and the Broward Center for Performing Arts and are accessible to the School by placing a request online and submitting a Work Order for one of the following services. The School must respond to email communication from the Student Activities and Athletics Department to request and obtain confirmation for a SEAS Performance. Authorized Work Orders for the number of purchased seats or performances must be emailed to the Choice/Charter Schools Management Support Department four (4) calendar weeks in advance of a SEAS Performance. Orders placed online will be automatically cancelled if a Work Order is not properly submitted in accordance with communication from the Student Activities and Athletics Department. Requests to cancel orders for SEAS Performances must be in writing to the Choice/Charter Schools Management Support Department thirty (30) calendar days prior to the

date of the Performance. The School is responsible for the full price of tickets requested online, and as indicated on an authorized Work Order, four (4) calendar weeks prior to the date of the Performance.

- a. **SEAS Performances In-Person** may be purchased at a price of forty dollars (\$40.00) per ten (10) tickets. This price does not include transportation. The School will provide student and chaperone transportation to and from SEAS event.
- b. **SEAS Performances - Virtual** are available at a price of One Hundred and Twenty Dollars (\$120.00) per School per performance.
- c. **SEAS on Tour: On-campus Assemblies** are on-campus performances for a minimum of five hundred (500) participants. Performers provide no less than two (2) stage performances to approximately two hundred and fifty (250) participants within one school day. The School will agree to the price of SEAS on Tour: On-campus Assemblies by submitting a work order to SBBC.

17) **Training/Professional Development.** Staff may be available to deliver training or professional development to the School on topics pertaining to the needs of the School in alignment with the services provided by an SBBC Department. Trainings and Professional Development for up to thirty-five (35) participants may be purchased at a price of three hundred dollars (\$300.00) per hour. Training and Professional Development types are transferable and non-refundable.

- a. **ESE Instructional Support** Training and Professional Development programs developed for the purpose of supporting staff in implementing strategies that meet the needs and supports students with disabilities throughout the school day as outlined in the student's Individualized Education Plan.
- b. **ESOL Instructional Support** Training and Professional Development programs are developed by SBBC staff for the purpose of supporting teachers in learning, applying, and integrating WIDA standards and instructional strategies into the School's curriculum. ESOL Instructional Support Training courses are not ESOL endorsement courses.
- c. **MTSS/RtI** Training is designed to assist the School's staff on school-wide student level procedures across all tiers. MTSS/RtI support services are developed by SBBC staff based on the specific and unique needs of the School utilizing SBBC best practices of Multi-Tiered System of Supports/Response to Intervention and Positive Behavior Intervention System frameworks. The School must submit a Needs Assessment to SBBC to confirm a requested training.

18) **Other** Training and Professional Development programs developed by SBBC on topics pertaining to the needs of the School in alignment with the services provided by an indicated Department. **Late Order Fee.** A late fee of fifty dollars (\$50.00) per service or product will be added to orders placed after the deadline.

19) **Payments.** Payments for mutually agreed upon premium services are made through a deduction from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order. For hourly services including Speech Language Pathology, Occupational Therapy, Physical Therapy, ESE Counseling, and Full-time School Nursing services, the quantity on the Work Order is the total number of hours needed annually. The total price for these hourly services will be withheld in monthly installments from the School's monthly FTE Distributions. Each installment will be withheld from FTE Distributions prior to the service being rendered and reconciled on an ongoing basis. Hourly service orders that are placed after the first installment date has passed will result in missed payment(s). Missed payments will be added to the School's first payment and will be paid in full. If an hourly service provider is not identified after the first installment is paid, remaining installments may be suspended until a provider is identified. SBBC reserves the right to suspend the withholding of remaining installments until a provider is identified.

20) **Pooled Premium Services Partners.** Any services requested by the School under Section 2.03(b)15, School Social Work Services, is subject to a requirement that a minimum number of charter schools ("Premium Services Partners") have been pooled together under separate Premium Services Agreements with SBBC in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's Pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School will terminate without refund or any additional notice or action from SBBC. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services.

**2.04 Non-Refundable Administrative Fee.** SBBC is authorized to retain a Seven Hundred and Fifty-Dollar (\$750.00) non-refundable administrative fee from the School's FTE distribution upon the execution of this Agreement by all parties. For Agreements submitted to the Choice/Charter Schools Management Support Department after the contract deadline, SBBC is authorized to retain the Non-Refundable Administrative Fee and a Two Hundred and Fifty-Dollar (\$250.00) Non-Refundable Late Fee.

**2.05 No Disclosure of SBBC Education Records.**

With this Agreement, SBBC is sending SBBC employees and vendors, as listed in Section 2.03(2), Section 2.03(5-11) and Section 2.03(13-17) into charter schools to provide premium services for charter school students, parents, and staff. SBBC shall not disclose any education records to the School pursuant to this Agreement. However, should the School come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. The School's use or redisclosure may violate applicable federal and state laws.

**2.06 Each Party Safeguarding the Confidentiality of Education Records.**

1) Notwithstanding any provision to the contrary within this Agreement, each party participating in this Agreement shall:

- a. fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- b. hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release;
- c. ensure that, at all times, all of its employees and/or school agents who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- d. safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- e. utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall, otherwise be in full be in compliance with Section 1006.1494, Florida Statutes;
- f. notify the other party immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com). The School is to be notified through such designees and at such telephone numbers and email addresses as are communicated by notice given pursuant to Section 2.08 of this Agreement; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- g. fully cooperate with appropriate staff of the other party, including SBBC's Privacy Officer and/or Information Technology staff or staff designated by the School to resolve any privacy investigations and concerns in a timely manner;
- h. prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse the other party any direct costs incurred by the other party for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

- i. be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.
- j. provide the other party with the name and contact information of its employee who shall serve as the other party's primary security contact and shall be available to assist the other party in resolving obligations associated with a security breach of confidentiality of education records; and
- k. purge education records from any media once the media is no longer in use or is to be disposed.

2) All education records shall remain the property of the School, and serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon conclusion of the services provided hereunder or termination of this Agreement shall, at the School's request, return to the School or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide the School with a written acknowledgment of said disposition.

3) Each party shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless each party and its officers and employees for any violation of this section, including, without limitation, defending each party and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon each party, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon each party 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 Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

**2.07 Inspection of School's Records by SBBC.** The School shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All of the School's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to the School's Records from the Effective Date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to the School pursuant to this Agreement. SBBC's agent or its authorized representative shall provide the School with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the School's facilities and to any and all records related to the Agreement and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. The School 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.

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

To SBBC:	The School Board of Broward County, Florida Choice/Charter Schools Management Support Department 600 Southeast Third Avenue, 12 <sup>th</sup> Floor Fort Lauderdale, Florida 33301
To the School:	City of Pembroke Pines High – Loc. #5121 17189 Sheridan Street Pembroke Pines, FL 33331
To the City:	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4 <sup>th</sup> Floor Pembroke Pines, FL 33025
With a copy to:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, FL 33308

2.09 **Background Screening.** Personnel Provided by SBBC: The SBBC will ensure that, prior to entry onto the School's campus and continuously during any period in which services are provided, such personnel shall have successfully completed background screening by SBBC and shall be in compliance with The Jessica Lunsford Act, Section 1012.465, 1012.467 and 1012.468, Florida Statutes and all current SBBC Level 2 screening requirements at no expense to the School.

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

electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is 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.

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

**2.12 Availability of Services.** All services available through this Agreement are limited and based on current availability of SBBC resources required to render such service. The School acknowledges that SBBC has the right to suspend or discontinue SBBC's provision to School of any service or commodity at any time during the term of this Agreement. In such event, the School will not be entitled to any compensation other than the pro rata reimbursement of any sums paid by School for such service or commodity. Execution of this Agreement does not ensure availability of a service during or at any particular time throughout the term of the Agreement. SBBC may prorate the price of a premium service based on the portion of the service that is available if less than the required resources are available to fulfill the complete terms and description of the premium service. If the School's calendar differs from the Broward County Public Schools School Calendar, SBBC is not obligated nor responsible to provide any Premium Service on days when SBBC schools or administrative offices are closed. In addition, Pooled Premium Services have additional requirements for participation by a sufficient number of charter schools in order for SBBC to make appropriate staff available to provide the requested services. The Principal of the School and SBBC staff will confirm the availability of service after execution of the Work Order. Any Pooled Premium Services requested will be available to participating charter schools during the term of the Agreement subject to the availability of SBBC qualified staff to perform the service. In the event any Pooled Premium Service becomes unavailable during the term of the Agreement and after payment by the School, SBBC will reimburse the School for the prorated amount of any advanced payment for the period that any such services are unavailable.

**2.13 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.

**2.14 Excess Funds.** Any party receiving funds paid by the other party under this Agreement agrees to promptly notify the other party of any funds erroneously received from the other party upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to the other party, together with any applicable statutory interest.

2.15 **Incorporation by Reference.** Any exhibit attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

2.16 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

## **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 survives the termination of all performance or obligations under this Agreement and is 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.** Notwithstanding any other provisions in this Agreement including, without limitation, Section 3.05 or Pooled Premium Services, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity under. 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 is 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 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 is not responsible for Social Security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

**3.04 Default.** The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will 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) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and 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 precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05. A default under this Agreement does not constitute a default under any other agreements between the parties.

**3.05 Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) calendar days written notice to the other party of its desire to terminate this Agreement. In such event, no further premium services will be provided by SBBC after the effective date of termination. In addition, termination of the School's Charter Agreement with SBBC will result in the immediate termination of this Agreement without the necessity of any additional notice or action from SBBC. Furthermore, any services requested by the School under Pooled Premium Services are subject to a requirement that a minimum number of charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's Pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Pooled Premium Services may terminate without any refund or any additional notice or action from SBBC.

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

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

3.08 **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 disputes, controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state and federal courts of Broward County, Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **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 is predicated upon any prior representations or agreements, whether oral or written.

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

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** If 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 does not affect the remaining portions of this Agreement and the same 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.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel 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.

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

3.16 **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 is not 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 is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure.** Neither party is 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, pandemic, epidemic, declared state of emergency, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

3.19 **Survival.** All representations and warranties made herein, 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 survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **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 Effective Date.

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
Dr. Peter B. Licata,  
Superintendent of Schools

By \_\_\_\_\_  
Lori Alhadeff, Chair

Date: \_\_\_\_\_, 2024

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

**FOR SCHOOL**

(Corporate Seal)

ATTEST:

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Marlene D. Graham  
City Clerk

The City of Pembroke Pines  
(City of Pembroke Pines High - Loc. # 5121)

By \_\_\_\_\_  
Charles F. Dodge  
City Manager

APPROVED AS TO FORM

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Samuel S. Goren  
City Attorney