

PREMIUM SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2021, 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 Middle Central and West – Loc. # 5081)

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

And having its principal place of business located at

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 during the 2021-2022 school year; 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 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 3.04 of this Agreement, the term of this Agreement shall commence **July 1, 2021** upon the execution by all parties and shall conclude on **June 30, 2022**. 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:

2.02.01 “FTE” refers to Full Time Equivalent;

2.02.02 “Work Order” refers to the form prepared by the Innovative Programs Design/Support Department and executed by the School’s Principal, which includes an itemized list of ordered services, prices and agreed upon FTE funds that will be withheld from the School’s FTE distribution;

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

2.02.04 “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;

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

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

2.02.07 “WIDA” refers to an organization that developed English Language Proficiency Standards;

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

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

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

2.02.11 “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;

2.02.12 “Date of Placement” is the date communicated to the School by the Innovative Programs Department. Date of placement does not require confirmation by the School to go into effect.

2.03 Contract Deliverables.

2.03.01 Duties and Obligations of Each Party.

2.03.01.01 The School will:

- (1)** authorize a Work Order for services or products and, following guidelines communicated by SBBC, submit the Work Order to SBBC;

(2) deliver executed Premium Services Agreement to the Venture Design office, as directed, for placement on the Regular School Board Meeting agenda;

(3) authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the terms of this Agreement;

(4) communicate with SBBC in a timely manner to coordinate delivery of Premium Services and Products;

(5) project the number of units needed for hourly and enrollment-based premium services and products including Speech Language Pathologists, Occupational Therapists, Physical Therapists, Exceptional Student Education (“ESE”) Counselors, School Nurse, and Assessments, if applicable;

(6) **Exceptional Student Education Services.** For Speech Language Pathology, Occupational Therapy, Physical Therapy, and ESE Counseling Services:

a. 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;

b. 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 Easy Individual Education Plan (“IEP”) 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;

c. 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;

d. follow procedures for determining eligibility and educational needs of students; and

e. cancel orders for above-mentioned services prior to Date of Placement of a provider. SBBC reserves the right to retain twenty-five percent (25%) of one-month projections for cancellation requests received between seven (7) days prior to placement and four (4) weeks after placement of a service provider.

(7) **School Climate and Discipline Services.** For Behavior Intervention Program:

a. enter required interventions and student data, in accordance with the most recent Behavior Intervention Program (“BIP”) Handbook, into the Behavioral and Academic Support Information System (“BASIS”) prior to submitting a BIP referral;

b. enter discipline incidents and consequences, in accordance with the most recent The Code of Student Conduct, into TERMS; and

c. have opted-in to SBBC's most current edition of The Code of Student Conduct.

(8) Assessment Products.

a. assign to 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, if applicable;

b. refer and abide by SBBC's 2021-2022 Student Assessment and Research District-wide Testing Calendar and notifications from the Student Assessment and Research (SAR) Department for mandatory session schedules of and procedures for voluntary district-wide assessments;

c. cancel orders, if necessary, for assessments in writing to the Innovative Programs Design/Support Department forty-five (45) days prior to the first day of the assessment's administration date. The School will be charged a fee for canceling requested assessments. If the School cancels a request for assessments less than forty-five (45) days before the first day of the assessment's administration, or does not administer the assessment, the School will be charged the full-cost of the requested assessments; and

d. access information from the Student Assessment and Research Department's SharePoint site as needed for required testing plans and procedures and disseminate the information in a timely manner to the School's staff member responsible for administering the pertinent assessment.

(9) School Health Services. 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;

(10) School Social Work Services.

a. submit referrals for School Social Work Services through Behavioral and Academic Support Information System ("BASIS");

b. request to cancel work orders for Pooled Premium School Social Work services in writing to the Innovative Programs Department by June 30, 2021. SBBC reserves the right to deny such requests. Work orders placed after June 30, 2021 are non-refundable.

(11) Middle School Athletics and Student Activities.

a. For Middle School Athletics Association ("MSAA") sports:

1. agree to MSAA Rules and Regulations and submit an Intent to Play form to SBBC by the stipulated date;

2. 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;

3. maintain participation in three out of five available MSAA sports throughout the term of this Agreement. The five available MSAA sports include, but are not limited to: soccer, flag football, basketball, volleyball, and track and field. In addition to the three out of five available MSAA sports, the School may also choose to participate in golf and/or cross country;

4. ensure that communication from the Student Activities and Athletics Department is accessible to the School's Athletic Director; and

5. 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.

b. For Student Enrichment in the Arts ("SEAS") Performances:

1. respond to email communication from the Student Activities and Athletics Department to register online for a SEAS Performance;

2. submit an authorized Work Order for the number of purchased tickets 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 four (4) calendar weeks prior to the date of a Performance;

3. provide student and chaperone transportation to and from SEAS event;

4. if necessary, cancel orders for SEAS Performances in writing to the Innovative Programs Design/Support Department four (4) calendar weeks prior to the date of the Performance; and

5. be responsible for the full-cost of tickets requested online, and as indicated on a Work Order, four (4) calendar weeks prior to the date of the Performance. The school will not receive a refund for cancellations that are beyond four (4) calendar weeks prior to the date of the Performance.

(12) Promotional Printing Products.

a. submit artwork design in the requested format and size;

b. authorize a final proof of the selected product; and

c. pick up products at 6600 Nova Drive, Davie, FL 33317 when notified by SBBC.

2.03.01.02 The SBBC will:

- (1) receive requests for Premium Services from the School;
- (2) analyze resources available to deliver requested Premium Service;
- (3) coordinate, schedule and ensure delivery of Premium Services and Products;
- (4) coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement;

(5) Assessment Products.

- a. determine quantity of assessments for the School based on the most recent enrollment numbers at the time of assessment distribution, if applicable;
- b. package and/or prepare requested assessments for pick up by the School, if applicable; and
- c. produce reports for applicable assessments for all students who were correctly identified and tested after receiving returned assessments from the School.

(6) Middle School Athletics and Student Activities.

- a. For MSAA sports:
 1. coordinate scheduling of home and away games, including game dates, times and location, facility operations, security, and officials; and
 2. make every possible attempt to reschedule games that are cancelled due to weather. If a game cannot be rescheduled, the School will not receive a refund.
- b. For SEAS Performances:
 1. coordinate payment of production costs to performance organizations; and
 2. coordinate payment of backstage/overhead costs related to theater use.

2.03.02 Description of Premium Services.

2.03.02.01 Exceptional Student Education Services.

(1) Speech Language Pathology Services may be purchased from SBBC at a price of Seventy-Six Dollars (\$76.00) 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:

a. therapy activities include provisions of speech and language services for the habilitation or prevention of communicative impairments;

b. planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding Speech and Language Impairments, and referrals for specific medical or other professional attention necessary for the habilitation of Speech Language Impairments; and

c. three (3) year Re-evaluations.

(2) Physical Therapy Services may be purchased from SBBC at a price of Seventy-Eight Dollars (\$78.00) per hour. Physical Therapy services may include evaluation of, planning for and 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:

a. therapy activities include provisions of physical therapy services for improving ability to perform tasks for independent functioning related to impairments;

b. planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments; and

c. evaluations for students with current ESE eligibility at the School's discretion.

(3) Occupational Therapy Services may be purchased from SBBC at a price of Seventy-Eight Dollars (\$78.00) 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:

a. therapy activities for improving ability to perform tasks for independent functioning related to physical impairments;

b. planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments; and

c. evaluations for students with current ESE Eligibility at the discretion of the School.

(4) 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-Six Dollars (\$96.00) per hour. ESE Counselor services include:

a. 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;

b. counseling as a related service activities include provision of counseling as a related service for improving ability to perform academic tasks;

c. planning activities include, but are not limited to, preparing for student counseling as a related service sessions, logging sessions, and communication with members of the IEP team regarding the student's progression toward an academic goal; and

d. 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.

(5) ESE Specialist Training. A four (4) hour training 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. Trainings are conducted by SBBC staff off the School's site or virtually. ESE Specialist Trainings are for up to Ten (10) participants and no less than four (4) participants and cost Three Hundred Fifty Dollars (\$350.00) per participant.

(6) ESE Specialist Consultations. SBBC staff is available for customized, one-on-one, on-site/virtual consultations with ESE Specialists to assist the school with IDEA and ESE compliance. Consultations are available to the School at a price of One Hundred Fifty Dollars (\$150.00) per hour.

(7) Crisis Intervention Services - Psychology. A School Psychologist may fulfill the need for sustained (ie. beyond three (3) days) Crisis Intervention Services under this Agreement 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. The School Psychologist may sustain support beyond three (3) days to a crisis with school-wide support including group facilitation and individual counseling as needed. Crisis Intervention Services - Psychology services may be purchased at a price of One Hundred Fifteen Dollars (\$115.00) per hour per School Psychologist. Availability of additional hours and/or personnel is subject to availability of SBBC resources at the time of the crisis.

(8) 504 Liaison Training. A four (4) hour training 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 Trainings. Trainings are conducted by SBBC staff off the School's site or virtually. 504 Liaison Trainings are for up to eight (8) participants and no less than four (4) participants and cost Three Hundred Fifty Dollars (\$350.00) per participant.

(9) **504 Liaison Consultations.** SBBC staff is available for customized, one-on-one, on-site/virtual consultations with 504 Liaisons to assist the School with Section 504/ADA compliance. Consultations are available to the School at a price of One Hundred Fifty Dollars (\$150.00) per hour.

2.03.02.02 Assessment Products. Voluntary District-wide Assessments are available as a Premium Service.

(1) **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. The School shall agree upon the price of the Interim Assessment through the approval and submission of a Work Order.

(2) **Primary Reading End-of-Year (EOY)** is designed to assess Florida Standards and may be utilized as promotion criteria in Grades One (1) and Two (2). The price of the Primary Reading EOY is Two Dollars (\$2.00) per student. The School agrees to purchase the quantity of Primary Reading EOY assessments based on first and second grade enrollment plus overage, as determined by the Student Assessment and Research Department.

(3) **Primary Reading Mid-Year (MY)** is designed to assess progress towards mastery of Florida Standards in Grades One (1) and Two (2). The price of the Primary Reading Mid-Year is Two Dollars (\$2.00) per student. If the assessment is paper-based, the School agrees to purchase the quantity of Primary Reading Mid-Year assessments based on first and second grade enrollment plus overage, as determined by the Student Assessment and Research Department.

(4) **Universal Screening Abilities Test** is designed to measure students learned reasoning abilities in verbal, quantitative and nonverbal areas. The price of the Universal Screening Abilities Test is Fifteen Dollars (\$15.00) per student.

2.03.02.03 English for Speakers of Other Languages Services.

(1) **ESOL Instructional Support Training.** Training programs 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. Training programs for up to thirty-five (35) participants may be purchased in packages of **one (1) hour** for Two Hundred Fifty Dollars (\$250.00); **two (2) hours** for Three Hundred Dollars (\$300.00); **three (3) hours** for Three Hundred Fifty Dollars (\$350.00); **six (6) hours** for Six Hundred Dollars (\$600.00), or **twelve (12) hours**, for One Thousand Two Hundred Dollars (\$1,200.00).

(2) **ESOL Family Game Night.** A two (2) hour evening parent event conducted by SBBC staff which is open 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 Four Hundred Fifty Dollars (\$450.00).

(3) **ESOL Contact Consultation.** SBBC staff are available to provide customized, one-on-one consultations to assist the School in the implementation of ESOL services. An **ESOL Contact Consultation** session is three (3), one (1) hour consultations at a price of Two Hundred Fifty Dollars (\$250.00). Upon completion of an ESOL Contact Consultation, the School may purchase **ESOL Contact Consultation Add-On** at a price of Ninety Dollars (\$90.00) per hour.

2.03.02.04 School Health Services.

(1) **School Nursing Services** may be purchased from SBBC at a price of Forty-Nine Dollars (\$49.00) per hour for **School Nurse-Intermittent** services and Thirty-Six Dollars (\$36.00) per hour for **School Nurse Full-time** services. School Nurse Intermittent services are defined as an amount of work that requires less than ten (10) days to complete and are available in one (1) hour increments. School Nurse Intermittent services rendered in less than one (1) hour will be rounded up to the nearest hour. Intermittent School Nurse Full-time services are defined as an amount of work that requires more than ten (10) days to complete. Full-time services may require a minimum number of hours per day. Services may include:

- a. consulting with teachers and parents, maintaining session and progress notes and professional reports, keeping individual treatment logs, facilitating triage in the School's clinic, administering medication, and conducting 911 assessments;
- b. 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
- c. 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.

(2) **CPR, First Aid, and AED Certification Training** is a training to certify 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 Sixty-Nine Dollars (\$69.00) per participant.

(3) **Hearing, Vision and BMI Screening** is available at a price of Six Hundred Sixty-Eight Dollars (\$668.00) per day. This service includes a team of health screeners that travel to the School to conduct health screenings on the School site for the Screening Duration requested by the School and authorized through a Work Order. The Screening Duration should allow for the screening of up to seventy-five (75) students per day, the calculation of student data, and documentation of health screening data onto individual student reports. The School is responsible for providing screening equipment for Health Screening, preparing individual student forms, and providing requested documentation to the health screening team so that they may fulfill their duty. Failure of the School to prepare individual student forms or provide the team of health screeners

with necessary forms and information may result in a(n) extra day(s) added to the Screening Duration. The School is also responsible for entering student screening data into TERMS and providing documentation to The Florida Department of Health, Broward County.

(4) Screening Follow-up provides one health screener to re-screen up to twenty-five (25) screening units for students that 1) failed their first hearing screening, 2) were absent during the initial screening duration, or 3) require Hearing and Vision Screening data for the Response to Intervention Program. Screening Follow-up is available at a price of One Hundred Eighty Dollars (\$180.00) per twenty-five (25) screening units. Screening follow-up may also be utilized for initial health screenings.

(5) Screening Equipment, including the AAPOS Vision Screening Kit, the BMI Kit, and an Audiometer is available at a price of One Hundred Twenty Dollars (\$120.00) per Screening Duration if the School has purchased Hearing, Vision and BMI Screenings.

(6) Scoliosis Screenings are available at a price of One Hundred Eighty-Two Dollars (\$182.00) per one hundred twenty (120) students.

2.03.02.05 School Climate and Discipline 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.

(1) MTSS/RtI Consultation. 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. MTSS/RtI Consultations are available at a price of Ninety Dollars (\$90.00) per hour. 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.

(2) MTSS/RtI Staff Training. Training is designed to assist the School's staff on school-wide student level procedures across all tiers. One training consists of a one (1) hour module, designed using information provided by the School in a comprehensive needs assessment, a fifteen (15) minute question and answer session, and a fifteen (15) minute consultation. The price of one (1) MTSS/RtI Staff Training for up to twenty-five (25) participants is Two Hundred Fifty-Six Dollars (\$256.00).

(3) Behavior Intervention Program is a structured assignment process for students who, according to the most recent Behavior Intervention Program Handbook, "who demonstrate increasingly disruptive and unresponsive behavior or who encounter extenuating behavioral circumstances" to attend an SBBC Behavior Intervention Site. For the purposes of this Agreement, a "traditional school setting" means enrollment in the School's regular educational program. The School has requested that the Sponsor (SBBC) provide this service to determine appropriate student assignment as a premium service. Students are usually assigned to the Behavior Intervention Site for ninety (90) days to one hundred eighty (180) days, with stays generally not to exceed two (2) school years. The price of referring one student to the Behavior Intervention Program is either Two Thousand Sixteen Dollars (\$2,016.00) or Four Hundred

Twenty-Five Dollars (\$425.00), depending on the referred student's educational program referral history and current educational program placement. Total price will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services. Referral to the Behavior Intervention Program does not ensure recommendation for placement into a Behavior Intervention Site. Possible types of referrals to the Behavior Intervention Program include:

- a. traditional referrals that are a result of repeated behavioral infractions with documented interventions that have had minimal or no success;
- b. Off-Campus Offender referrals that are a result of behaviors that would qualify for an expulsion if committed on campus;
- c. returning from Residential Juvenile Justice Programs referrals that are a result of a student registering for regular school setting placement after documented completion of a Department of Juvenile Justice residential program, not including the detention center;
- d. transitional referrals that are a result of a student transitioning to the School from a Behavior Intervention Site that are a result of an expulsion incident that qualify for an administrative review;
- e. transitional referrals that are a result of a student transitioning to the School from a Behavior Intervention Site and demonstrating behavior problems with failed interventions; and
- f. emergency referrals that are a result of behavior by an elementary student that would qualify for expulsion if committed by students at the secondary level.

2.03.02.06 School Social Work Services.

(1) Pooled Premium School Social Work Services may be purchased from SBBC at a price of Seven Thousand Eight Hundred and Fifty-Nine Dollars (\$7,859.00) per year for a maximum of sixty-eight (68) hours; Eleven Thousand Five Hundred and Twenty-One Dollars (\$11,521.00) per year for a maximum of one hundred and five (105) hours; or Seventeen Thousand Nine Hundred and Sixteen Dollars (\$17,916.00) per year for two hundred and two (202) hours during the term of this Agreement. Total price for one academic year of School Social Work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Nested Charter Schools may expand access to the one hundred and five (105) and two hundred and two (202) hour services to students enrolled in charter school(s) nested at the same address as the School at a cost of Three Thousand Five Hundred Dollars (\$3,500.00) provided that the Nested Charter Schools are authorized to receive such service through a Premium Services Agreement and an authorized Work Order. By purchasing the sixty-eight (68) or the one hundred five (105) hour service, the School agrees that only students with the most critical needs will have access to supportive counseling and referrals to therapeutic counseling. School Social Work Services include:

- a. liaison services between the School, a student's home and the community. Liaisons act as advocates for students and their families in obtaining necessary school and community services;

- b. assistance for teachers and staff with individual behavior plans;
- c. consultation in the areas of school-wide attendance processes, educational planning consultations, mental health, and cultural, developmental and environmental factors affecting students and families;
- d. intervention counseling is available for short-term individual and group counseling for a limited number of students;
- e. 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;
- f. 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; and
- g. included in the two hundred and two (202) hour service is Intervention and/or Supportive Counseling for short-term individual and group counseling for students. Students that need ongoing therapeutic intervention are referred to appropriate agencies.

(2) Additional School Social Work Services are available to Premium Service Partners for an additional fee. Additional School Social Work Services include:

a. **Broward Truancy Intervention Program (BTIP).** 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 School Social Work Program 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 Three Hundred Thirty-Seven Dollars (\$337.00); and

(3) Crisis Intervention Services - School Social Work. Crisis support from a School Social Worker, and up to six (6) hours of a Family Therapist, is 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. Response to a crisis may include school-wide support such as group facilitation and individual counseling as needed. Crisis Intervention Services – School Social Work services may be purchased at a price of Ninety-Five Dollars (\$95.00) per hour.

(4) **Staff Training/Professional Development – Student Services.** Staff may be available to deliver training or professional development on topics pertaining to the needs of the School in alignment with the services provided by the Student Services Department. Trainings for up to twenty-five (25) participants may be purchased at a price of One Hundred Seventy-Five dollars (\$175.00) per hour.

2.03.02.07 Middle School Athletics and Student Activities Services.

Participation in MSAA sports 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. Tickets for SEAS Performances are available to the School. 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.

(1) **Middle School Athletic Association 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.

(2) **Soccer** participation includes a maximum of eight (8) games, four (4) home and four (4) away games and may be purchased at a price of One Thousand Nine Hundred Eighty-Two Dollars (\$1,982.00) per year. 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.

(3) **Basketball** participation includes a maximum of ten (10) games, five (5) home and five (5) away games and may be purchased at a price of Two Thousand Five Hundred Forty-Four Dollars (\$2,544.00) per year. 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.

(4) **Volleyball** participation includes a maximum of eight (8) games, four (4) home and four (4) away games and may be purchased at a price of One Thousand Four Hundred Eleven Dollars (\$1,411.00) per year. 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.

(5) **Flag Football** participation includes a maximum of eight (8) games, four (4) home and four (4) away games and may be purchased at a price of One Thousand Eight Hundred Twenty-Nine Dollars (\$1,829.00) per year. 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.

(6) **SEAS Performances** are accessible to the School by ordering tickets online and submitting a Work Order for a price of Three Dollars (\$3.00) per person for **Seas Performances In-Person**. **SEAS Performances-Virtual** are available at a price of One Hundred Dollars (\$100.00) per school per performance. The per person price covers production, backstage and overhead costs. This price does not include transportation.

2.03.02.08 Promotional Printing Products. The Graphics Department offers the following printed products. The School must submit final artwork in the approved format prior to printing.

(1) **Retractable Banners** may be printed for the School for display purposes during presentations, at open houses, conferences and workshops. Full color banner with display stand, thirty-three inches by eighty-four inches (33" x 84"), are available at a price of One Hundred Thirty-Eight Dollars (\$138.00) each.

(2) **Banners** with metal grommets may be printed for the School for indoor or outdoor display purposes. Full color, five feet by two feet (5' x 2') banners are available at a price of Thirty Dollars (\$30.00) each. Full color, five feet by three feet (5' x 3') banners are available at a price of Forty-Six Dollars (\$46.00) each. Full color, five feet by four feet (5' x 4') banners are available at a price of Sixty-One Dollars (\$61.00) each. Full color, five feet by eight feet (5' x 8') banners are available at a price of One Hundred Twenty-One Dollars (\$121.00) each.

(3) **A-Frame Sidewalk Stands** are plastic, freestanding sidewalk signs with two full color exchangeable panels. This product is ideal for indoor, outdoors and walkways. Twenty-four inches by thirty-six inches (24" x 36") A-frame sidewalk stands are available at a price of One Hundred Thirty-Nine Dollars (\$139.00) each.

(4) **Table Throws** are four-sided closed-back to cover a six (6) foot table. Eighty-eight inches by one hundred thirty inches (88"x130") Table Throws are available at a price of Two Hundred Sixty-Three Dollars (\$263.00).

(5) **Feather Flags** are double-sided, full-color thirty-six inches by eighty-four inches (36" x 84") custom designed banners with a display stand and a carrying case. The standing height is thirteen and a half feet (13.5') tall. Feather Flags are available at a price of Three Hundred Nine Dollars (\$309.00).

2.03.03 Payments.

(1) **Payments.** The price of the mutually agreed upon Premium Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order. For Speech Language Pathology, Occupational Therapy, Physical Therapy, ESE Counseling, and Full-time School Nursing services, the School will project the number of monthly hours needed and authorize withholding of the projected amount from FTE Distributions as authorized on the Work Order. The projected amount will be withheld from FTE Distributions prior to the service being rendered and reconciled on an ongoing basis. For Student Assessment and Research Department Services, the School agrees to pay the per unit price of each assessment ordered as defined on the Work Order unless cancelled in accordance with **Section 2.03.01.01(8)c** of this Agreement. FTE will be withheld prior to administration for the projected amount of assessments to be administered.

(2) **Pooled Premium Services Partners.** Any services requested by the School under **Section 2.03.02.06(1)** Pooled Premium School Social Work Service 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 Services Deposit. SBBC is authorized to retain a Five Hundred Dollar (\$500.00) non-refundable services deposit from the School's FTE distribution upon the execution of this Agreement by all parties. This deposit shall be applied to the services ordered by the School through a Work Order during the term of this Agreement. SBBC shall be entitled to retain any remaining portion of the deposit in the event that the School fails to order available services totaling in the amount of the deposit during the term of the Agreement.

2.05 SBBC Disclosure of Education Records. Although no SBBC student education records will be disclosed pursuant to this Agreement, 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. Any use or re-disclosure may violate applicable federal and state laws.

2.06 SBBC and the School's Confidentiality of Education Records.

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

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 redisclose 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 or older whose education records are to be shared provides prior written consent for their release;

c. ensure that, at all times, all employees and/or school agents who have access to any education records during the term of their service or 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;

f. notify the other party immediately upon discovery of a breach of confidentiality of education records 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, as may be applicable. SBBC to be notified by telephone at 754-321-0300 (Manager, SBBC's Information Security), and 754-321-1900 (SBBC's Privacy Officer), and email at privacy@browardschools.com. School to be notified through such designees and at such telephone numbers and email addresses as are communicated by notice given pursuant to Section 2.06 of this Agreement;

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 in a notice given pursuant to Section 2.06 of this Agreement 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;

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. securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(2) All education records shall remain the property of the School, and SBBC 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 return the education records to the School upon the School's request 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 either 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 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 Innovative Programs Design/Support Department 600 Southeast Third Avenue, 4 th Floor Fort Lauderdale, Florida 33301
To the School:	City of Pembroke Pines Middle Central – Loc. #5081 12350 Sheridan Street Pembroke Pines, FL 33026
To the School:	City of Pembroke Pines Middle West – Loc. #5081 18500 Pembroke Road Pembroke Pines, FL 33029
To the City:	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4 th 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

2.08 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.

2.09 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 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.

2.10 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. 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 that may be sought by the School 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 Form. 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.

2.11 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.

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. Notwithstanding any other provisions in this Agreement including, without limitation, Section 3.04 or Pooled Premium Services, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

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

3.04 Termination. This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) 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 under Section 3.06 or any additional notice or action from SBBC.

3.05 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, thirty (30) business days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) business 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) business 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 3.04. A default under this Agreement does not constitute a default under any other agreements between the parties.

3.06 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.

3.07 Public Records. Pursuant to Section 119.0701, Florida Statutes, each party 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 the other party all public records in that party's possession upon termination of this Agreement 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 the other party in a format that is compatible with the other party'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.

3.08 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.

3.09 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.

3.10 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 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 shall have jurisdiction over it for any dispute arising under this Agreement.

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

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

3.13 Assignment. Neither this Agreement 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.

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

3.15 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.

3.16 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.

3.17 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.

3.18 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.

3.19 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.

3.20 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, 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"). Except as provided in **Section 2.10** regarding the availability of Pooled Premium Services, in no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.21 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 shall survive the termination of this Agreement.

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

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

3.24 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.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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 _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SCHOOL

(Corporate Seal)

Pembroke Pines City Commission
(City of Pembroke Pines Middle Central and West,
Loc. # 5081)

By _____
Charles F. Dodge
City Manager

Marlene D. Graham
City Clerk

APPROVED AS TO FORM

Samuel S. Goren
City Attorney