

**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – June 14, 2022**

DEPARTMENT/SCHOOL INITIATED AGREEMENT

22-731-A-HD AMIkids Space Coast, Inc.

<input type="checkbox"/> (BW) Bids Waived	<input checked="" type="checkbox"/> (A) Agreement
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REQUESTOR: Student Services/Alternative Sites

Legal Review Required: Yes No

Standard Template Used with No Changes: Yes No

Standard Template Type: Agreement

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
AMIkids Space Coast, Inc.	\$299,500.00	Educational services at Melbourne Center for Personal Growth for the students projected to attend this residential commitment program
Total	\$299,500.00	

<input type="checkbox"/> Contract Renewal	New Contract Amount	\$299,500.00
<input type="checkbox"/> Recurring Contract	Previous Contract Amount	\$199,103.00
<input checked="" type="checkbox"/> New Contract	Variance	\$100,397.00

PRICE INCREASE / DECREASE EXPLANATION: AMIkids is expecting a higher number of students for the 2022-2023 school year which in turn would increase their funding.

DISCUSSION:

AMIkids Space Coast, Inc provides educational services at Melbourne Center for Personal Growth. This contract specifies roles and responsibilities of AMIkids Space Coast, Inc. and Brevard Public Schools. There are up to thirty (32) students projected to attend the educational component of this residential commitment program. The program will follow the Brevard Public Schools' approved Department of Juvenile Justice calendar of two hundred forty (240) school days. AMIkids Space Coast, Inc. will receive ninety-five percent (95%) of the FTE funds generated through the Florida Education Finance Program (FEFP) for the four 2022-2023 survey periods plus one hundred percent (100%) of the formula-based categorical funds generated by students plus Department of Juvenile Justice programs.

The standard agreement template has been used, which does not require legal review.

CONTRACT TERM:

The initial contract term shall commence July 1, 2022 and continue until June 30, 2023.

RECOMMENDATION:

It is the recommendation of Christine Moore, Assistant Superintendent of Student Services and Mary (Misty) Bland, Director of Alternative Sites to approve the attached agreement with AMIkids Space Coast, Inc. in the amount of \$299,500.00.

AUTHORITY FOR ACTION: Florida Administrative Code 6A-1.012 (11)(a)



AGREEMENT
By and Between
The School Board of Brevard County, Florida
and
AMIKIDS SPACE COAST, INC

This Agreement ("Agreement") is made by and between The School Board of Brevard County, Florida, a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940, more commonly known as Brevard Public Schools (hereinafter referred to as "BPS") and AMIkids Space Coast, Inc whose business address is 5915 Benjamin Center Dr., Tampa, FL 33634, (hereinafter referred to as "Contractor"), each individual referred to as a "Party" and, collectively, the "Parties."

WITNESSETH:

WHEREAS, BPS desires to secure a contractual relationship for the purpose of AMIkids Space Coast, Inc for Brevard County Public Schools, as outlined in Exhibit "A," Scope of Services ("Services"), and

WHEREAS, these Services are exempt from the competitive process pursuant to Rule 6A-1.012(11a), Florida Administrative Code, which has been assigned to the tracking number indicated above by BPS for tracking purposes.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties agree as follows:

1. **RECITALS**. The above Recitals are true and correct and are incorporated herein.
2. **DEFINITIONS**. The following definitions of terms associated with this Agreement are provided to establish a common understanding between both Parties to this Agreement, as to the intended application, interpretation, and usage of terms in connection with this Agreement.
 - 2.1. "**AGREEMENT**" refers to the executed Agreement by and between BPS and Contractor.
 - 2.2. "**AMENDMENT**" means a written document authorized by the parties to this Agreement which, when executed by both parties, sets forth any changes to that certain scope of services ("Services"), attached hereto as Exhibit "A" and incorporated herein by reference, that contemplates a change in the Services, work, and materials to be provided and performed by Contractor pursuant to this Agreement, sets forth the basis of compensation due to Contractor of, and sets forth the time period and/or schedule for performance and completion thereof.
 - 2.3. "**BPS**" shall mean The School Board of Brevard County, Florida and may be used interchangeably with Brevard Public Schools.
 - 2.4. "**CONFIDENTIALITY**" For purposes hereof, "Confidential Information" shall mean any non-public information of the other party that is designated as confidential, or that the receiving party knew or reasonably should have known was confidential because it derives independent value from not being generally known to the public. Confidential Information shall not include any information which: (a) a party can demonstrate was rightfully in its possession prior to the date of disclosure to it by the other party; (b) at the time of disclosure or later, is published or becomes part of the public domain through no act or failure to act on the part of a party; (c) a party has developed independently without reference to any Confidential Information of the other party; (d) a party can demonstrate such information came into its possession from a third-party who had a bona fide right to make such information available; or (e) is subject to the Florida Public Records Law, Chapter 119, F.S., or any other information required to be disclosed by a valid court order or agency of government.

- 2.5. "**CONTRACTOR**" means AMIkids Space Coast, Inc, a Party hereto, who is authorized to conduct business in the State of Florida, offering Services hereunder, which has executed this Agreement, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the Services, work, and materials, including services and/or work of any approved sub-contractors, required under the covenants, terms, and provisions contained in this Agreement and any and all Amendments thereto.
- 2.6. "**FUNDS**" shall mean payment made by BPS to Contractor hereunder.
- 2.7. "**PARTIES**" shall mean the parties entering into this Agreement, BPS and Contractor, respectively; individually, a "Party."
- 2.8. "**SERVICES**" shall mean the services as set forth and required, pursuant to the Agreement and described in further detail in Exhibit "A," attached hereto and incorporated herein by reference.

3. **AMENDMENTS AND MODIFICATIONS.** No Amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the Parties.

4. **TERM AND TERMINATION.**

- 4.1. The term of this Agreement will cover the period beginning July 1, 2022 through June 30, 2023 and may be renewed at the end of the term on the same or substantial similar terms by mutual written agreement of the Parties. The Agreement term recommendation will be that which is determined to be in the best interest of the School Board.
- 4.2. Contractor shall give BPS written notice of any substantial failure to perform under this Agreement through no fault of Contractor. If BPS fails to correct or diligently pursue cure of such failure within ten (10) business days of receipt of notice, this Agreement may be terminated by Contractor, at its option, upon thirty (30) calendar days' prior written notice to BPS.
- 4.3. This Agreement may be terminated by BPS with or without cause upon thirty (30) days' written notice sent by certified mail to Contractor. In the event of a material breach by Contractor hereunder through no fault of BPS, BPS may, at its option, terminate this Agreement immediately.

5. **PAYMENT.**

- 5.1. BPS agrees to provide funds for the Agreement in the amount not to exceed two hundred ninety-nine thousand five hundred dollars and zero cents (\$299,500.00) as outlined in Exhibit "B," Fee Schedule, which is attached hereto and incorporated herein. In accordance with the Local Government Prompt Payment Act, payments shall be made within forty-five (45) days after BPS's receipt of invoice. BPS shall pay these fees to Contractor for services rendered as outlined in Exhibit "B" which includes all direct charges, indirect charges, and reimbursable expenses, if any. **BPS shall incur no obligation for payment until issuance of a purchase order to Contractor.**
- 5.2. Expenses shall only be incurred as authorized by BPS and as provided for in Section 112.061, F.S.
- 5.3. If the Services are divided into phases, completion of a phase is defined by an appropriate signoff by BPS's and Contractor's project manager that all activities of that phase have been satisfactorily completed according to the project schedule, as agreed upon by both parties attached Exhibit "A". Contractor and BPS will agree upon planned completion dates for each phase and work in good faith to meet the planned schedule. BPS reserves the right throughout each phase to conduct a quality assurance check to ensure accuracy, quality, and delivery of work.
- 5.4. Subject to Contractor's right to cure under Section 4 herein, should the Services not be completed as scheduled, Contractor and BPS will jointly plan a revised completion date for the Services. Failure on the part of Contractor to complete its work in an accurate and quality manner shall be considered a default of this Agreement.

- 5.5. **Final Notice.** The final invoice for payment shall be submitted to BPS no more than forty-five days (45) after the Agreement term ends or the Agreement is terminated. Any payment due under the terms of this Agreement may be withheld until all reports due from Contractor, and necessary adjustments thereto, have been approved by BPS.
6. **AVAILABILITY OF FUNDS.** The obligations of BPS under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and BPS.
7. **TRUTH-IN-NEGOTIATION CERTIFICATE.** If applicable to the Services contained herein, signature of this Agreement by Contractor shall be deemed an acknowledgement and certification by Contractor that the wage rates and costs used to determine the funds provided for in this Agreement are accurate, complete, and current as of the date of this Agreement. The said rates and costs shall be adjusted to exclude any significant sums should BPS determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to Contractor. BPS shall exercise its rights under this provision within one (1) year following final payment of the funds.
8. **PERSONNEL.**
 - 8.1. All of the Services herein shall be performed by Contractor or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable state and local law to perform such Services.
 - 8.2. **Jessica Lunsford Act (Background Check).**
 - 8.2.1. Contractor shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, F.S.
 - 8.2.2. Except as provided in Sections 1012.467 or 1012.468, F.S., and consistent with BPS policy, all of Contractor's personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and BPS. This background screening will be conducted by BPS in advance of the Contractor or its personnel providing any Services under the conditions described in the previous sentence.
 - 8.2.3. Contractor shall bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel.
 - 8.2.4. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling BPS to terminate immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death, or property damage resulting from Contractor's failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, F.S.
 - 8.3. **Key Personnel.** Contractor shall notify BPS as soon as possible, but no later than five (5) working days, after any changes in address or key personnel positions of Contractor. Changes in key personnel may include resignations, approved leaves of absence of six (6) weeks or more, or terminations. Such notification shall be in writing and shall include information related to replacement staff assigned. Contractor agrees to work closely with BPS to ensure that the work and cooperation between the Parties is efficient and mutually productive to both Parties.
 - 8.4. **Background Screening.** To the extent applicable to the Services hereunder, Contractor and all Contractor staff under this Agreement shall meet and comply with all federal, state, county, and city laws, ordinances, rules, and regulations that relate to the background screening process of those applying for

work with children, seniors, or the disabled, including those contained in Chapter 408 (Health Care Administration) and Chapter 435 (Employment Screening).

- 8.5. **Conduct while on BPS Property.** Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any BPS facility and shall, at all times, conduct themselves in a manner consistent with BPS policies and within the discretion of the premises administrator or designee. It is a breach of this Agreement for any agent or employee of Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well-being of any student or employee of BPS. Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

9. **FEDERAL AND STATE TAX.**

- 9.1. BPS is exempt from federal and state taxes for tangible personal property. Contractor shall not be exempted from paying applicable sales tax to the State of Florida and/or the federal government, as the case may be, for the purchase of materials to fulfill contractual obligations with BPS, nor shall Contractor be authorized to use BPS's tax exemption number in securing such materials.
- 9.2. In the event Contractor is also exempt from federal and state taxes for tangible personal property, it shall promptly submit to BPS an appropriate exemption certificate. BPS will sign an exemption certificate submitted to it by Contractor.
- 9.3. Contractor shall be responsible for payment of its own FICA and social security benefits with respect to this Agreement.

10. **DOCUMENTATION AND REPORTING.**

- 10.1. In the performance of this Agreement, Contractor shall maintain books, records, and accounts of all activities in compliance with standard accounting procedures.
- 10.2. **Documentation.** Documentation in connection with the description of the Services as set forth in Exhibit "A" attached hereto shall be provided upon request.
- 10.3. **Reporting.** Contractor shall provide report containing requested data in the requested format in a timely manner as defined by BPS.

11. **INSURANCE.** At its sole expense, Contractor will provide, before commencement of the Services, and submit to BPS along with this Agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 11.1.1 to 11.5.5 below. The following applies to the insurance requirements below for products or services from contractors when all products, services, or work performed, when totaled together, will result in BPS paying to Contractor \$25,000.00 or more during the fiscal year. The insurance requirements are as follows:

- 11.1. **Insurance listed in 11.1.1 below is required of all contractors.** "The School Board of Brevard County, Florida" shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured, then the School Board reserves the right to terminate this Agreement.
- 11.2. **Insurance listed in 11.1.2 below.** All contractors whose work for BPS includes products or services, and the value of these products or services are in excess of \$25,000.00, are required to carry this insurance to the limit listed below.
- 11.3. **Insurance listed in 11.1.3 below.** Any contractor transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe that BPS is responsible for the work of the Contractor from portal to portal is required to carry this insurance to the limit listed below.
- 11.4. **Insurance as listed in 11.1.4 below.** All contractors that have one (1) or more employees or that subcontract any portion of their work to another individual or company is required to have workers' compensation insurance to the limits listed below. For contracts of \$25,000.00 or more, no State of

Florida, Division of Workers' Compensation, Exemption forms will be accepted. All entities and individuals are required to purchase a commercial workers' compensation insurance policy.

- 11.5. **Insurance as listed in 11.1.5 below.** All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All Contractors will carry and maintain policies as described in numbers 11.1 to 11.5 above and as checked off in the box to the left of each section 11.1.1 to 11.1.5 below as specifically marked by representatives of the BPS Office of Procurement Services. All required insurance required must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to BPS thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to BPS.

- 11.1.1. Commercial General Liability Insurance:**

Negligence including Bodily Injury and Property Damage	
Per Occurrence -	\$1,000,000
General Aggregate -	\$2,000,000

- 11.1.2. Product Liability and/or Completed Operations Insurance:**

Negligence Including Bodily Injury and Property Damage -		\$1,000,000
Products – Completed Operations Aggregate -		\$2,000,000

- 11.1.3. Automobile Liability:**

Negligence Including Bodily Injury and Property Damage:	
Per Claim -	\$ 500,000
Combined Single Limit (each accident) -	\$1,000,000

- 11.1.4. Workers' Compensation/Employer's Liability:**

W.C. Limit Required* -	Statutory Limits
E.L. Each Accident -	\$ 100,000
E.L. Disease – Each Employee	\$ 100,000
E.L. Disease – Policy Limit	\$ 500,000

- 11.1.5. Professional Liability Insurance (Errors and Omissions):**

<i>For services, goods, or projects that will exceed \$1,000,000 in value over a year.</i>	
Each Claim -	\$1,000,000
Annual Aggregate -	\$2,000,000
 <i>For services, goods, or projects that will not exceed \$1,000,000 in value over a year.</i>	
Each Claim -	\$ 250,000
Annual Aggregate -	\$ 500,000

Professional Liability coverage must be maintained for a two-year period following completion of the Services in this Agreement.

- 11.6. All insurance shall be primary and not contributory to any other insurance carried by The School Board of Brevard County, Florida. This shall also apply to any self-insurance maintained by The School Board of Brevard County, Florida.
- 11.7. Contractor shall notify BPS's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Contractor received from its insurer on above required insurance.
- 11.8. Contractor shall provide evidence of all insurance in the form of a Certificate of Insurance (Acord) and specify any deductible or retention applicable to above required insurance.

- 11.9. Contractor agrees that proof of insurance shall be provided prior to execution of this Agreement and that no Services shall begin until proof of insurance is received by BPS. Receipt of proof of insurance shall not be construed as an approval of Contractor's insurance or a release or waiver of Contractor's obligation to provide insurance required in this Agreement.
- 11.10. To the extent permitted by law, Contractor's insurance shall contain a waiver of rights to recover from BPS or its insurance.
- 11.11. Any required insurance that Contractor self-insures or carries retentions in excess of Ten Thousand Dollars (\$10,000.00) shall be pre-approved by BPS's Risk Management Department and referenced in an addendum to this Agreement.

12. TIME OF ESSENCE. Time is of the essence concerning the performance of all terms and conditions of this Agreement.

13. STANDARD OF CARE. In providing Services under this Agreement, Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice by BPS, Contractor will correct those Services not meeting such a standard.

14. INDEMNIFICATION.

14.1. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless SCHOOL BOARD, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs, and attorneys' fees at the pre-trial, trial, and appellate levels, arising out of, resulting from, or incidental to CONTRACTOR's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of CONTRACTOR or other persons employed or utilized by CONTRACTOR in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification is in addition to and not in lieu of any other remedy available under this Agreement or otherwise. CONTRACTOR's available insurance under this Agreement, or otherwise, will not diminish or limit this indemnification obligation in any way. The remedy provided to the Indemnitees by this indemnification survives this Agreement. The provisions of this Section specifically survive the termination of this Agreement. The provisions of this Section are intended to require the CONTRACTOR to furnish the greatest amount of indemnification allowed under Florida law. If any indemnification requirement in this Agreement violates any law, the Parties agree the provision requires the greatest level of indemnification by the CONTRACTOR to the Indemnitees allowable under Florida law. CONTRACTOR acknowledges that indemnification by the SCHOOL BOARD may be unenforceable under Florida law and that the SCHOOL BOARD does not waive any legal defense based on the unenforceability of such indemnification position. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from BPS's sole gross negligence or intentional misconduct. The agreement to indemnify, as outlined in this section, includes an obligation for Contractor to indemnify BPS for liability for any negligence on the part of BPS until/unless both Contractor and BPS agree that BPS was solely negligent. If the question of "solely negligent" should arise, a court agreeable to both Parties may be engaged to settle this dispute.

14.2. Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of, BPS's sovereign immunity protection and limitations of liability pursuant to Section 768.28, F.S. Any indemnity or assumption of liability by BPS hereunder shall be subject to BPS's rights to sovereign immunity and any other limitations of liability provided BPS pursuant to Florida law.

15. SUCCESSORS AND ASSIGNS. BPS and Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other Party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither BPS nor Contractor shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of BPS, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than BPS and Contractor.

16. GOVERNING LAW AND REMEDIES.

- 16.1. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary arising out of the Agreement will have its venue in Brevard County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or 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 further exercise thereof.
- 16.2. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

17. CONFLICT OF INTEREST. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, F.S. Contractor further represents that no person having any interest shall be employed for said performance of services. Contractor shall promptly notify BPS in writing by certified mail of all potential conflicts of interest for any prospective business association, interest, or other circumstances that may influence or appear to influence Contractor's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstances and the nature of work that Contractor may undertake. Contractor shall request an opinion by BPS as to whether the association, interest, or circumstance would, in the opinion of BPS, constitute a conflict of interest if entered into by Contractor. BPS agrees to notify Contractor of its opinion by certified mail within thirty (30) calendar days of receipt of notification by Contractor. If, in the opinion of BPS, the prospective business association, interest, or circumstance would not constitute a conflict of interest by Contractor, BPS shall so state in its response, and Contractor may, at its option, enter into said association, interest, or circumstance and it shall be deemed not a conflict of interest with respect to the Services provided to BPS by Contractor under the terms of this Agreement. If BPS, in its sole discretion, determines that there is a conflict, Contractor shall not enter into or if already entered into, will immediately terminate such arrangement or Agreement with the subject business associate.

18. INDEPENDENT CONTRACTOR RELATIONSHIP.

- 18.1. Contractor is, and shall be, in the performance of all Services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of BPS. All persons engaged in any of the work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects to Contractor's relationship and the relationship of its employees to BPS shall be that of an independent contractor and not as employees or agents of BPS. Contractor does not have the power or authority to bind BPS in any promise, agreement, or representation.
- 18.2. Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other Party.

19. ARREARS. Contractor shall not pledge BPS's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. CONFIDENTIAL INFORMATION AND DISCLOSURE OF DOCUMENTS.

- 20.1. Contractor shall deliver to BPS for approval and acceptance, and before eligible for final payment of any amounts due, all documents and materials prepared by Contractor for BPS under this Agreement.

- 20.2. All BPS written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by BPS at its expense will be kept as Confidential Information by Contractor and will not be disclosed to any other party, directly or indirectly, without BPS's prior written consent unless required by a lawful order of court. All drawings, maps, sketches, and other data developed or purchased under this Agreement or at BPS's expense shall be and remains BPS's property and may be reproduced and reused at the discretion of BPS. As requested, BPS shall comply with the provisions of Chapter 119, F.S.
- 20.3. The Party receiving Confidential Information will not at any time disclose to any person or entity (including, without limitation, any member of the media) or use for its own benefit or the benefit of anyone, Confidential Information of the other Party without the prior written consent of said Party. Neither Party shall be liable for disclosure of Confidential Information if made in response to a valid order of a court, authorized agency of government, or in compliance with Chapter 119, F.S.

21. PUBLIC RECORDS.

- 21.1. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BPS CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 11453, recordsrequest@brevardschools.org, BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.**
- 21.2. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. Contractor acknowledges its legal obligation to comply with Section 119.0701, F.S. Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by BPS in order to perform the scope of services. Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to BPS, all public records in the possession of Contractor upon a request for such public records. See Section 119.0701(2)(b)4, F.S., for additional record keeping requirements.
- 21.3. A request to inspect or copy public records relating to BPS's contract for services must be made directly to BPS's Custodian of Public Records. If BPS does not possess the requested records, BPS's Custodian of Public Records shall immediately notify Contractor of the request. Contractor must provide a copy of the records to BPS or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. If Contractor does not timely comply with BPS's request for records, BPS shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.
- 21.4. Should Contractor fail to provide the requested public records to BPS within a reasonable time, Contractor understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, F.S.
- 21.5. Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if Contractor does not transfer the records to BPS. Upon completion, expiration, or termination of this Agreement, Contractor shall transfer, at no cost to BPS, all public records in its possession or keep and maintain public records required by BPS to perform the services. If Contractor transfers all public records to BPS, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Contractor keeps and maintains public records upon completion, expiration, or termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records and provide requested records to BPS pursuant to the requirements of this Article. All public

records stored electronically must be provided to BPS in a format that is compatible with the information technology systems of BPS.

22. **CONTINGENT FEES.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
23. **ACCESS AND AUDITS.** Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least seven (7) years after completion of this Agreement. BPS or its duly authorized representatives shall have access to such books, records, and documents as required in this section for the purpose of inspection, audit, excerpts, and transcription during normal business hours, at BPS's cost, upon five (5) days' written notice.
24. **NON-DISCRIMINATION.** Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.
25. **SURVIVAL.** All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. The insurance and indemnity provisions set forth in the Agreement shall survive the termination of the Agreement.
26. **AUTHORITY.** Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.
27. **COMPLIANCE WITH LAWS.** Contractor agrees it shall comply with all applicable laws, codes, ordinances, permitting, and regulations as well as applicable BPS policies and regulations, rules, and guidelines in connection with the Services to be provided hereunder, including, without limitation, BPS Policy 6460 Vendor Relations. BPS agrees it shall comply with all applicable laws, codes, ordinances, permitting, and regulations in connection with the Services to be provided hereunder.
28. **SEVERABILITY.** If any terms or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, such term or provision shall be stricken and deemed unenforceable and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
29. **NAMES; TRADEMARKS.** Contractor shall acquire no rights under the Agreement to, and shall not use, the name of The School Board of Brevard County, Florida or the name of "Brevard County Schools" or "BPS" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "BPS Marks") in any of Contractor's advertising, publicity, or promotion; to express or imply any endorsement by BPS or Brevard County Schools of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by BPS, except as expressly permitted herein. No advertisement, publication, or other use of BPS Marks shall be published or otherwise promulgated by Contractor without BPS's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.
30. **COPYRIGHTS.** Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and any rights of copyright to which a grantee, subgrantee, or a Contractor purchases ownership with grant support. Furthermore, the Parties agree that BPS has the right to make copies through in-house printer or other non-commercial means, of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within BPS for purposes related to BPS business, operations, the delivery of the educational program, or to comply with the requirements of law, rule, policy, or regulation.

31. PROTECTION AND HANDLING OF DATA.

- 31.1. **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to BPS or an individual identified with the data or information in Contractor's custody.
- 31.2. **Compliance with Laws and BPS Policies and Procedures.** Contractor will not knowingly permit any Contractor's personnel to have access to any BPS facility or any records or data of BPS if the person has been convicted of a crime in connection with (1) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (2) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five (5) years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.
- 31.3. **FERPA.** To the extent Services provided hereunder pertain to the access to student information, Contractor shall adhere to all standards included in Sections 1002.22 and 1002.221, F.S. (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, Contractor, and its officers, employees, agents, and representatives, shall fully indemnify and hold BPS harmless for any violation of this provision including, but not limited to, defending BPS and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon BPS, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon BPS arising out of the breach of this provision by Contractor, its officers, employees, agents, or representatives, to the extent that the Contractor, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, F.S., or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement, and shall remain fully binding upon Contractor. A separate Non-Disclosure Agreement may be required.
- 31.4. **HIPAA, CIPA, and GLBA.** Contractor also agrees to comply with all applicable state and federal laws, regulations, and BPS policies including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).
- 31.5. **Data Security.** Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.). Likewise, BPS agrees to conform to the following measures to protect and secure data:
- 31.5.1. **Data Transmission.** Contractor agrees that any and all transmission or exchange of system application data with BPS and/or any other parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent.
- 31.5.2. **Data Storage and Backup.** Contractor agrees that any and all BPS data will be stored, processed, and maintained solely on designated servers and that no BPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by BPS with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by BPS for any general or specific case.

- 31.5.3. Contractor agrees to store all BPS backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.
- 31.5.4. **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no BPS data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an BPS officer with designated data, security, or signature authority.
- 31.6. **End of Agreement Data Handling.** Contractor agrees that upon termination of this Agreement it shall return all data to BPS in a useable electronic form, and erase, destroy, and render unreadable all BPS data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of BPS, whichever shall come first.
- 31.7. **Data Breach.** Contractor agrees to comply with the State of Florida Database Breach Notification process and all applicable laws, including, but not limited to, Section 501.171, F.S., that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to notify BPS immediately and assume responsibility for informing all such individuals in accordance with the applicable law and to indemnify, hold harmless, and defend BPS, its board members, employees, and representatives from and against any claims, damages, or other harm related to such Notification Event.
- 31.8. **Mandatory Disclosure of Protected Information.** If Contractor becomes compelled by law or regulation (including securities laws) to disclose any Protected Information, Contractor will provide BPS with prompt written notice so that BPS may seek an appropriate protective order or other remedy. If a remedy acceptable to BPS is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 31.9. **Remedies for Disclosure of Confidential Information.** Contractor and BPS acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage BPS in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give BPS the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants BPS the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
- 31.10. **Safekeeping and Security.** As part of the Services, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to Contractor's employees, agents, or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information.
- 31.11. **Non-Disclosure.** Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Contractor and BPS.

- 31.12. **Request for Additional Protection.** From time to time, BPS may reasonably request that Contractor protect the confidentiality of certain Protected Information in particular ways to ensure that confidentiality is maintained. Contractor has the right to reasonably decline BPS's request.
32. **NON-EXCLUSIVE AGREEMENT.** The Parties understand and agree this Agreement is a non-exclusive agreement and the Parties hereto may participate in other comparable services to and from any other person or entity.
33. **ENTIRETY OF AGREEMENT.** BPS and Contractor agree that this Agreement and any documents made a part thereof, sets forth the entire agreement between the Parties, that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.
34. **CONFLICTS.** If there is a conflict between this Agreement and any Exhibits and/or Attachments attached, this Agreement governs.
35. **CONSTRUCTION OF AGREEMENT.** Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.
36. **OTHER CONDITIONS.**
- 36.1. **Legal Authority.** It is understood that those signing this Agreement have the legal authority to enter into binding Agreements.
- 36.2. **Terms and Conditions.** This Agreement contains all the terms and conditions agreed upon by the Parties. Items incorporated by reference are physically attached hereto. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the Parties hereto.
- 36.3. **License and Permits.** Contractor shall obtain and possess throughout the term of this Agreement all licenses and permits required for its operations under Federal, Florida, and local laws and shall comply with all fire, health, and other applicable regulatory codes.
- 36.4. **Location.** All Services shall be performed and located in appropriate settings that are convenient, safe, clean, and well-maintained.
- 36.5. **Access.** BPS agrees to provide full accessibility to property owned or leased by BPS for Contractor's employees to perform Services as agreed upon herein. For software support, BPS agrees to allow for secure, remote access to the system via internet-based tools such as WebEx or PCAnywhere or as outlined and agreed upon herein.
- 36.6. **Covenant Not-to-Hire.** Each Party agrees not to hire or attempt to hire employees of the other Party during the term and for a period of one (1) year after the term (including any renewal term) of this Agreement, without the express written consent of the other Party.
- 36.7. **Public Entity Crime.** Pursuant to Section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with BPS: when a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, it may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted contractor list.

37. DEBARMENT. By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- 37.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- 37.2. Have not, within the preceding five (5) year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- 37.3. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the preceding paragraph.
- 37.4. Have not within the preceding five (5) year period had one (1) or more public transactions (federal, state, or local) terminated for cause or default.
- 37.5. Contractor agrees to notify BPS within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described above, with respect to Contractor or its principals.

38. NON-WAIVER. The failure of either Party to exercise or delay in exercising any right, power, or privilege provided for hereunder shall not be deemed a waiver thereof; nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege under this Agreement. No Party shall be deemed to have waived a right, power, or privilege provided for herein, unless such waiver is in writing and signed by the waiving Party. 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.

39. FORCE MAJEURE. Except as otherwise provided herein, none of the Parties shall be obligated to perform, and no Party shall be deemed to be in default of its performance, if prevented by: (a) fire, earthquake, hurricane, wind, flood, act of God, riot, or civil commotion; (b) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation; or (c) labor dispute that results in a strike or work stoppage affecting the performance of this Agreement.

40. NOTICE. All formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the parties at the contact information listed below:

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

Attention: Procurement and Distribution Services
2700 Judge Fran Jamieson Way
Viera, Florida 32940

AMIKIDS SPACE COAST, INC

Attention: Terrance Levell, Executive Director
5915 Benjamin Center Dr.
Tampa, FL 33634

41. COUNTERPARTS. This Agreement may be executed in counterpart copies, including facsimile and electronic mail signatures, each of which shall be deemed to constitute one (1) original document.

42. E-Verify. Under Executive Order 11-116, and Section 448.095, Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify

number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, BPS has made and executed this Agreement and Contractor has made and executed this Agreement on the day and year written below.

AMIKIDS SPACE COAST, INC

By: T. Levell Date: _____
Authorized Representative Signature

Print Name: _____

Title: _____

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____ Date: _____
Misty Belford, Board Chairperson

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT
2023	100	1027	000410	5100	312	102		\$299,500.00

Send required insurance certificates to the Procurement and Distribution Services Department.
New Contractors: Send all completed Forms to the Procurement and Distribution Services Department.

Contractor Contact Name: Terrance Levell, Executive Director
Email Address: tlevell@AMIkids.org
Phone Number: 321-752-3200

Exhibit "A"**SCOPE OF SERVICES****I. STUDENT ELIGIBILITY**

1. EDUCATIONAL SERVICES – The AGENCY’S curriculum shall be challenging, provoke critical thinking, and incorporate survival skills, goal setting, and the achievement of socially acceptable behavioral patterns. Instruction shall facilitate learning and build self-esteem by incorporating a variety of modalities.
2. EXCEPTIONAL STUDENT EDUCATION (ESE) SERVICES – The AGENCY agrees to provide students ESE services in accordance with their Individual Education Plans (IEPs) and provide certified ESE teachers to deliver these services.
3. 504 SERVICES – The AGENCY agrees to comply fully with Section 504 of the Rehabilitation Act of 1973. Students will be provided appropriate accommodations according to their current 504 Plan.
4. LIMITED ENGLISH PROFICIENCY (LEP) SERVICES – The AGENCY agrees to provide LEP students instruction by ENGLISH as a SECOND LANGUAGE (ESOL) certified teachers in accordance with their current LEP plan.
5. GENERAL EDUCATION DEVELOPMENT (GED) ACCESS – The AGENCY agrees to notify students who have filed an intent to terminate school enrollment of the option of enrolling in a program to attain a GED.
6. EDUCATIONAL PERSONNEL –

BOARD -	(1)	Contract Manager ESE Technical Assistance Data Entry Clerk
AGENCY -	(1)	Education Director
	(1)	Quality Assurance/Contract Manager
	(1)	ESE/Transition Coordinators
		Teachers (approximate 1/16 ratio)
		Substitute Teacher/s (as needed)

II. STUDENT RECORDS

1. REQUEST FOR RECORDS – Within 5 days of entry of a student the AGENCY’S appointed staff will request the educational records (including ESE information) from all previous schools of attendance.
2. REQUIRED CONTENT – The educational records shall include, but not be limited to, academic assessments, psychosocial profiles, grade reports, attendance data, current IEP, and cumulative records.
3. MIS ENROLLMENT- The AGENCY’S staff will provide the appropriate student enrollment data to Board.
4. STORAGE OF RECORDS – The AGENCY shall maintain individual records in a form prescribed by the BOARD for each student. Records should be stored at the site for a period of three years. At the end of the three-year period said records shall be transferred to the School Board.
5. SHARING OF RECORDS – The BOARD shall make available, upon request of the AGENCY, records in its possession for AGENCY clients.
6. CREDITS AND GRADES – Upon the student’s withdrawal from the program the AGENCY will award credits and grades earned and will issue a final cumulative transcript.

7. PRIVACY CLAUSE – The AGENCY shall comply fully with laws, policies, and rules guaranteeing the confidentiality of student educational records and access thereto.
8. TRANSFER OF RECORDS – The AGENCY shall make the student’s permanent record card and current transcript part of the exit transition package.

III. STUDENT ASSESSMENT

1. ASSESSMENT INSTRUMENTS

- a. Academic-Diagnostic Assessment of Reading, Florida Assessments for Instruction in Reading (FAIR), Standardized Testing and Reporting (STAR), or other academic assessment proposed by the AGENCY and approved by the BOARD.
- b. Vocational – Choices or other vocational assessment proposed by the AGENCY and approved by the BOARD.

2. ASSESSMENT ADMINISTRATION – The AGENCY shall inform the BOARD of the person or persons in charge of administering assessments.

3. TIMEFRAMES – The AGENCY will administer pre-tests within 10 days of entry into the program and within the 10-day period prior to the student exiting the program.

4. ACADEMIC PLACEMENT AND PLANNING – The AGENCY shall conduct an academic assessment of each student upon intake. The results of this assessment combined with the student’s previous class schedule and educational goals shall determine the instructional strategies employed while the student is enrolled in the AGENCY’s educational program. All courses offered must lead toward a standard high school diploma, GED, or ESE special diploma. For special education students, the ESE teacher, or regular teacher in consultation with the ESE teacher, shall modify the curriculum as stated on the IEP.

5. STATE ASSESSMENTS – The AGENCY or BOARD shall appoint a person or persons responsible for administering the Florida Comprehensive Assessment Test (FCAT). The responsible party/s shall attend all BOARD training sessions for administering the tests. The GED test will be administered at the BOARD’s official testing site after all prerequisites have been met.

6. INTAKE PROCEDURES – The AGENCY shall provide the BOARD with its written procedures governing intake, evaluation, dismissal, and separation of students.

IV. PERFORMANCE MONITORING PLAN (PMP)

1. REQUIREMENTS – The AGENCY will prepare a PMP for all non-ESE students on a BOARD approved PMP form.

2. PERSONS RESPONSIBLE – The Education Coordinator, Transition Specialist and the Instructional staff are responsible for preparing PMP for non-ESE students.

3. TIMEFRAME – The AGENCY will prepare the entering non-ESE student’s PMP within 10 days of student entry, excluding weekends and holiday.

4. PMP DEVELOPMENT – After the student’s entry assessment and a review of the student’s school records, the Education Coordinator or designee, with the assistance of the instructional staff, will create the PMP to provide specific instruction meeting the student’s individual need based on entry assessment, past records, post placement goals for academic and career areas.

5. PMP UTILIZATION – The AGENCY will use the PMP for a minimum of the following:

- a. to plan specific individual long-term goals and short-term instructional and vocational/technical objectives

- b. to plan remedial strategies and/or tutorial instruction
 - c. to plan evaluation procedures
 - d. to plan a schedule for determining progress toward meeting the goals and instructional and vocational/technical objectives.
6. INDIVIDUAL EDUCATION PLANS (IEP) - may serve as the PMP if all required PMP components are addressed in the IEP. In addition, progress toward meeting IEP goals shall be reported to parents as often as progress reports are sent home to all students.
 7. REVIEW OF PMP – PMP review will occur during treatment team meetings or other formal meetings by an educational representative to determine progress toward achieving goals and objectives and revising the PMP when needed.

PMPs, IEPs, 504 Plans, and/or individual plans for LEP students may incorporate the requirements of the IAP.

V. TRANSITION SERVICES

1. Transition planning – The AGENCY will be responsible for the development of the student's Transition Plan, which begins upon entry and is completed prior to the student's exit.
2. Students will be advised with regard to abilities and aptitudes, educational adjustments, diploma options, major/minor areas of interest and post-secondary opportunities and communicating to students their education status and progress.
3. TRANSITION PLAN REQUIREMENTS – The Transition Plan must include a minimum of the following:
 - a. Desired diploma options
 - b. Anticipated next education placement
 - c. Post release education plan
 - d. Aftercare provider
 - e. Job/career training plan
 - f. Parties responsible for implementing the plan
4. CONTENT OF THE EXIT PORTFOLIO – The student Exit Portfolio should contain, but not limited to the following:
 - a. Copy of the student's exit/transition plan
 - b. Current permanent record card generated for the Board's MIS, which reflects the total number of credits students have received toward high school graduation including those credits earned prior to commitment
 - c. Current course schedule and grades when semester has not been completed and half or whole credits have not been awarded
 - d. Current IEP, 504 Plan, or IAP
 - e. Pre and post assessment information
 - f. State and district wide assessment information
 - g. Length of participation in the program
 - h. Copies of any diplomas or education certificates awarded from the district and/or the commitment program
 - i. Examples of student work (e.g. writing samples, photos of completed vocational projects, and artwork)
5. ACCESS TO DEPARTMENT OF JUVENILE JUSTICE (DJJ) FILES – The AGENCY and the BOARD shall have access to DJJ commitment files for the purpose of planning the exit/transition plan for the student.
6. RESPONSIBILITY – The AGENCY shall provide the BOARD with the name/s of those individuals in charge of exit/transition plans.

7. Upon the child's or youth's entry into the county detention facility/correctional facility, the AGENCY shall work with the child's or youth's family members and the local educational agency that most recently provided services to the child or youth (if applicable) to ensure that any relevant and appropriate academic records and plans not provided to probation staff during the commitment staffing process regarding the continuation of educational services for such child or youth are shared jointly between the county detention facility/correctional facility and local educational agency in order to facilitate the transition of such children and youth between the local educational agency and the county detention facility/correctional facility; and
8. Upon discharge from a county detention facility/correctional facility, the AGENCY shall ensure consultation occurs between the local educational agency and the county detention facility/correctional facility for a period jointly determined necessary to coordinate educational services so as to minimize disruption to the child's or youth's achievement.

VI. INSTRUCTION PROGRAM AND ACADEMIC EXPECTATIONS

1. DAYS OF INSTRUCTION – The AGENCY will provide the BOARD with a 250-day instructional calendar, 10 of which may be used for professional development and/or planning.
2. ACADEMIC CURRICULAR OFFERINGS – The AGENCY shall provide the BOARD (for BOARD approval) with the list of course codes for the courses they intend to offer.
3. VOCATIONAL AND CAREER AWARENESS – The AGENCY shall provide the BOARD (for BOARD approval) with the list of vocational and career awareness curricular offerings.
4. GED PREPARATION AND TESTING – The AGENCY will prepare students to take the GED when those students are in jeopardy of obtaining a regular High School Diploma. The BOARD will administer the GED to those students who have met the criteria for testing. There will be no charge to the student. Students will be withdrawn from BPS prior to GED testing and considered adult education learners.
5. TUTORIAL ACTIVITIES – The AGENCY will provide the BOARD a list of tutorial activities it will utilize.
6. METHODS OF INSTRUCTIONAL DELIVERY – The AGENCY will provide the BOARD a list of methods of instructional delivery they will utilize.
7. CLASSROOM MANAGEMENT PROCEDURES – The AGENCY will provide the BOARD a list of classroom management procedures they will utilize.
8. SUPERVISION OF STUDENTS – Supervision and control of students while in their educational program shall be the responsibility of the AGENCY and the host facility provider agency. However, the AGENCY shall inform the BOARD when a student or students are involved in a serious incident or are injured. The AGENCY shall provide the BOARD written policies regarding the conduct and disciplining of students while they are enrolled in the educational program.
9. BOARD PROFESSIONAL DEVELOPMENT ACTIVITIES – The AGENCY's teachers will have access to all (non-site-specific) staff development activities scheduled by the BOARD. The in-service information will be sent to the AGENCY.
10. PROFESSIONAL DEVELOPMENT FOR SUPPORT STAFF – The AGENCY shall provide the BOARD with a listing of professional development activities scheduled for administrative personnel, clerks, registrars, paraprofessionals, guidance counselors, transition specialists, and lead teachers.
11. BEGINNING TEACHER PROGRAMS – If the AGENCY employs beginning teachers with valid Florida "Temporary" teaching certificates, those teachers may participate in the BOARD's "Teacher Induction Program" in order to receive a "Permanent" certificate.

12. RESPONSIBILITY – The AGENCY shall be responsible for hiring certified teachers and assign classes within the Florida Course Code Directory. All teachers will meet the ‘No Child Left Behind’ requirement of being “Highly Qualified” in the subject they are teaching. In addition, any teacher of reading will secure the Reading Endorsement. All classes require instruction by a certified teacher. Teachers will meet ESOL requirements for appropriate subjects.
13. BACKGROUND CHECK – All AGENCY employees, appointees, or agents who come into contact with students as part of the educational program must submit to a Brevard Public Schools background check, including a fingerprint check, at AGENCY expense.
14. The AGENCY Lead Educator will be the liaison between the AGENCY and BOARD. The Lead Educator will ensure all aspects of the Educational Program are being implemented.
15. The AGENCY shall employ teachers based on a 1:16 ratio. Teacher duties will include appropriate instruction of students.
16. The AGENCY shall have an ESE certified teacher on site.
17. The AGENCY shall maintain educational personnel files.
18. The AGENCY may access the BOARD’S substitute pool to assist in acquiring approved substitute teachers.
19. The AGENCY shall submit the names of all instructional personnel to the BOARD for approval within ten (10) days of employment.
20. The AGENCY shall offer virtual school courses to students.

VII. QUALIFICATIONS AND PROCEDURES FOR SELECTION OF STAFF

1. EDUCATIONAL COORDINATOR – The AGENCY will provide the BOARD with the Educational Coordinator/Lead Educator’s job description.
2. NUMBER OF CERTIFIED TEACHERS – The AGENCY will employ a sufficient number of certified teachers to maintain an average daily attendance instructional ratio of approximately 15.1. The AGENCY will provide the BOARD with the teacher’s job description.
3. CLASSES THAT REQUIRE CERTIFIED TEACHERS – All classes assigned in accordance with the Florida Course Code Directory shall require that teachers possess appropriate certification to instruct the class. All teachers will secure “Highly Qualified” status. One teacher at the site will secure reading endorsement.
4. ESOL/ESE CERTIFICATION – The AGENCY shall provide ESOL/ESE Certified teachers to instruct students requiring either an LEP or IEP Plan using either a direct instruction or consultative model.
5. EDUCATIONAL PERSONNEL FILES – The AGENCY shall provide the BOARD with a copy of each teacher’s current certification certificate.
6. SUBSTITUTE TEACHERS – The AGENCY shall employ BOARD approved substitute teachers. A listing of BOARD-approved substitutes will be provided to the AGENCY. All substitutes must be BOARD and fingerprint verification must be submitted prior to approval.
7. NON-CERTIFIED INSTRUCTIONAL PERSONNEL – Non-certified teachers or interim substitutes must be approved by the BOARD. The BOARD must approve the employment of all non-certified teachers or interim substitutes. All instructional personnel must be BOARD approved and fingerprint verification must be submitted prior to approval.
8. AGENCY PROFESSIONAL DEVELOPMENT ACTIVITIES – The AGENCY agrees to develop and implement a professional development plan that includes professional development (in-service)

activities that will occur throughout the year. Topics may include academic/career and technical/social skills “best practices” information for adjudicated juvenile offenders, motivating reluctant learners, and problem solving. For teachers to receive in-service credit, each AGENCY in-service activity must first be submitted for prior approval to the BOARD’s Director of Instructional Services. All teachers will develop Individual Professional Plans.

9. BOARD PROFESSIONAL DEVELOPMENT ACTIVITIES – The AGENCY’s teachers will have access to all non-site-specific professional development activities scheduled by the BOARD. In-service information will be sent to the AGENCY.
10. PROFESSIONAL DEVELOPMENT FOR SUPPORT STAFF – The AGENCY shall provide the BOARD with a listing of professional development activities scheduled for administrative personnel, clerks, registrars, paraprofessionals, guidance counselors, transition specialists, and lead teachers.

VIII. CONTRACT NEGOTIATIONS

1. WORKFORCE DEVELOPMENT – The BOARD will provide the AGENCY with the name of the Director of Brevard Workforce.
2. AGENCY REQUIREMENTS

The AGENCY has experience in providing educational services.

The AGENCY has sufficient financial stability and resources to hire adequate numbers of certified teachers and personnel.

The AGENCY has sufficient financial stability and resources to hire adequate numbers of certified teachers and personnel.

3. BOARD PRE-CONTRACT RESPONSIBILITY

The AGENCY has positive past Quality Assurance Reviews.

The AGENCY’s DJJ contract (if applicable) does not duplicate services or resources.

IX. INTERVENTIONS AND SANCTIONS

1. The School Improvement Plan (SIP) should reflect identified deficiencies and plans to correct the deficiencies. Failure to comply with the corrections within ninety (90) days will be considered a default and can lead to termination of the Agreement.
2. DEFAULT – The AGENCY’s inability and/or refusal to comply with the terms of this Agreement shall be considered a default. Only the Superintendent of Schools may declare the AGENCY in default and notice of such shall be sent by United States Postal Service certified mail, return receipt requested. Upon receipt of the Superintendent’s declaration of default the AGENCY has five (5) calendar days to contest the Superintendent’s action, giving notice by United States Postal Service certified mail, return receipt requested. That matter shall then be arbitrated. During arbitration, the AGENCY’s educational programs shall continue, but the BOARD shall withhold payment. If the dispute is resolved in the AGENCY’s favor, all payments, previously withheld, shall be released. If resolved in the BOARD’s favor, all funds previously withheld shall be forfeited, and

the Agreement shall be immediately terminated. Dollars previously paid to the AGENCY may also be in jeopardy.

X. COORDINATION

1. RESPONSIBLE POSITIONS

- a. BOARD's DESIGNEE – The BOARD's design for purposes of administering the Agreement shall be the Superintendent of Schools who may assign a designated administrator for monitoring compliance and educational program administration.
- b. AGENCY's DESIGNEE – The AGENCY shall identify one person with whom the BOARD is to communicate on all compliance issues related to this Agreement. The AGENCY, at its option, may designate another person with whom the BOARD is to communicate regarding the operation of its educational program.

XI. FACILITIES

1. SAFETY REQUIREMENT – The host facility provider shall comply with facility safety requirements embodied in the State Uniform Building Code for Educational Facilities and the Department of Education's State Requirements for Educational Facilities (SREF) 1994.
2. ADDRESS FACILITY –

Mailing address -	Terrance Levell, Executive Director AMIkids Space Coast, Inc 5915 Benjamin Center Dr. Tampa, FL 33634
Physical location -	AMIkids Space Coast, Inc. Melbourne Center for Personal Growth Operated by AMIkids Space Coast, Inc. 1000 Inspiration Lane Melbourne, FL 32934
3. SANITATION AND HEALTH CERTIFICATES – The host facility provider shall maintain current sanitation and health certificates.
4. REQUIRED SETTINGS – The host facility provider shall provide student classrooms with a minimum of twenty-five usable square feet per pupil. Instructional personnel must be provided adequate space for a desk, file cabinets, instructional materials, and secured storage of BOARD – owned equipment and confidential documents such as tests and records. Additional space shall be provided for ESE/ESOL staffing or psychological evaluations.
5. BUILDING MAINTENANCE – The host facility provider shall maintain (in a state of good repair) all buildings used for the educational program. All damages made by the AGENCY's program will be the responsibility of the AGENCY to repair.

XII. OTHER PROVISIONS

1. Other provisions per section 1425 of the No Child Left Behind Act Public Law 107-110. The parties agree:
 - a. where feasible, ensure that educational programs in the correctional facility are coordinated with the student's home school;
 - b. if the child or youth is identified as in need of special education services while in the correctional facility, notify the local school of the child or youth of such need;
 - c. where feasible, provide transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
 - d. provide support programs that encourage children and youth who have dropped out of school to reenter school once their term at the correctional facility has been completed or provide such

children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent.

- e. work to ensure that the correctional facility is staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;
- f. ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
- g. to the extent possible, use technology to assist in coordinating educational programs between the correctional facility and the community school;
- h. where feasible, involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;
- i. coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and youth, such as funds made available under Title I of Public Law 105-200, and vocational and technical education funds;
- j. coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
- k. if appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

Exhibit "B"**FEES FOR SERVICES**

1. **PAYMENTS** – The Board will make payments to the AGENCY monthly beginning July 1, 2022, based upon the estimated annual budget. The monthly payment will be adjusted after each Full Time Equivalent (FTE) survey and the final payment will be adjusted to the actual FTE earned. The AGENCY is responsible for invoicing the BOARD monthly, based upon the calculation furnished by the BOARD to the AGENCY.
2. **FUNDING BASIS** – Payments by the BOARD to the AGENCY shall be calculated based upon projected FTE for the AGENCY program using the State of Florida estimates. The projected revenue shall be reduced by the BOARD's share.
3. **RATE OF PAYMENT** – The rate of payment shall be equal to ninety five percent (95%) of the FTE funds generated through the Florida Education Finance Program (FEFP) plus one hundred percent (100%) of the formula-based categorical funds generated by students in DJJ programs.
4. **CONDITIONS OF CHANGE** – If at any time during the term of this Agreement, the State Department of Education changes the BOARD's formula for allocation of funds, said increase or decrease shall be passed along to the Agency on a prorated basis.
5. **FEFP REQUIREMENTS** – A student is in membership when he/she is officially assigned to a course/s or program by the AGENCY. To be reported for funding, each student must be enrolled and scheduled appropriately in the state automated data system. The student must be in attendance for a minimum of twenty-five (25) hours of instruction per week. The school year for the student will include a minimum of two hundred forty (240) days of instruction.
6. **FUNDING LOSS** – In the event the Agency violates a State Law, State Department of Education rule, BOARD policy, and/or other covenant set forth herein, and said violation results in a loss of funding to the BOARD, The AGENCY shall reimburse the BOARD for the full amount of the loss. This provision shall remain in force, even if the agreement is terminated, for a period of three (3) years or until all state audits are conducted, whichever occurs first.
7. **DIRECT INSTRUCTION TIME** – The AGENCY is required to take attendance on a daily basis. Attendance must include any student who was tardy. Attendance records must be maintained in a manner prescribed by the BOARD, which includes, but is not limited to, weekly student attendance sheets which reflect daily (once a day), attendance status and the Teachers roll books which reflect attendance in each class period on the student's schedule. Records will be maintained until such time the AGENCY is authorized by the BOARD to dispose of said records, or until the expiration of this agreement when all such records shall be surrendered to the BOARD.
8. **FINANCIAL RECORDS MAINTENANCE** – The AGENCY shall maintain all financial records related to the educational component of the program for three (3) years.
9. **FINANCIAL RECORDS** – The AGENCY shall provide a financial accounting of all expenditures toward the educational component of the program on a quarterly basis. The accounting report shall be in accordance with forms provided by the Superintendent's designee and shall be delivered to the Superintendent's designee within thirty (30) days after the close of each quarter.
10. **TOTAL** – The total amount shall not exceed two hundred ninety-nine thousand five hundred dollars and zero cents (\$299,500.00), (two hundred ninety four thousand seven hundred dollars and zero cents (\$294,700.00) projected total less four thousand eight hundred dollars (\$4,800.00) to cover the cost of the internet services for the 2022-23 school year in order to comply with the Children's Internet Protection Act.)