

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA,
THE CITY OF DELRAY BEACH, FLORIDA,
AND COMMUNITY CHILD CARE CENTER OF DELRAY BEACH, INC.
FOR FUNDING AND OPERATION OF PROGRAMS
AT PINE GROVE ELEMENTARY AND VILLAGE ACADEMY**

THIS AGREEMENT is made and entered into this 20th day of June, 2018, by and between **COMMUNITY CHILD CARE CENTER OF DELRAY BEACH, INC.**, a Florida not-for-profit corporation d/b/a **ACHIEVEMENT CENTERS FOR CHILDREN & FAMILIES** (hereinafter referred to as "Achievement Centers") and the **SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA** a corporate body politic pursuant to the Constitution of the State of Florida (hereinafter referred to as "School Board"), and the **CITY OF DELRAY BEACH**, a Florida municipal corporation (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, School Board owns and operates **Pine Grove Elementary and Village Academy** currently located in **Delray Beach, FL (the "School")**; and

WHEREAS, the parties desire to enter into this Agreement to provide for funding of and shared use of the facilities for in order to make the most efficient use of community resources by enabling cooperation between **School Board, the City, and Achievement Centers** in order to harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and to positively impact student achievement of the students at these schools as referenced in Attachment A - Delray Beach Community Solutions Action Plan; and

WHEREAS, the parties support collaborative initiatives between the **School Board, the City and Achievement Centers** to provide additional academic, developmental, social, and cultural opportunities for children; and

WHEREAS, the **City and Achievement Centers** which have a "partnership" role with the School; and

WHEREAS, the **School Board, the City and Achievement Centers** desire that this Agreement set forth the basic framework under which **Achievement Centers** may utilize Board facilities; and

WHEREAS, the **School Board, the City and Achievement Centers** recognize the benefits to be derived by utilizing each other's facilities thereby minimizing the duplication of facilities; and

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants herein set forth, the parties hereby agree as follows:

ARTICLE 1: GENERAL

Section 1.01 Foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Agreement is to provide for the funding of and shared use of the facilities for strategic programs at the School focused on facilitation of student academic achievement at targeted elementary schools located in Delray Beach, FL.

Section 1.03 Definitions. The defined terms as used in this Agreement shall have the following meanings:

A. "Board Facilities" and/or "Board Facility" shall mean Pine Grove Elementary School and Village Academy located in **Delray Beach, FL**, which are owned and/or operated by the **School Board** that are made available for public use by the **School Board** and/are used primarily for the delivery of academic, recreational, educational and community based activities, excluding facilities that are leased, licensed, or under the contractual control of others. The terms "Board Facilities" and/or "Board Facility" shall include, but shall not be limited to: classrooms, the cafeteria, athletic fields, playgrounds, or any other space mutually agreed upon between **the City** and **Achievement Centers** and the School principal.

B. "Priority of Use" shall mean the priority of uses when there are conflicting requests for the use of a Board Facility.

1. **School Board** activities and programs or **School Board** Facility lease agreements;
2. County activities and programs pursuant to a Mutual Use Interlocal Agreement between the Board and Palm Beach County;
3. Municipal activities and programs pursuant to a Mutual Use Interlocal Agreement between the School Board and the municipality in which the School is located; and
4. Programs conducted by **Achievement Centers** pursuant to this Agreement.

The parties shall designate to each other a person to be contacted regarding scheduling the use of any Board Facilities.

C. "Programs" shall mean programs during the school year and throughout school breaks as more particularly described in Exhibits "A", "B", and "C" attached hereto and made a part hereof.

ARTICLE 2: FUNDING

Section 2.01 Achievement Centers and the City shall provide funding for such expenses including, but not limited to: a certified teacher, books, consumable materials for arts and crafts, or other appropriate expenses necessary to operate Programs specific to the needs of the school population. The **School Board**, **the City** and **Achievement Centers** shall be authorized to seek grants, funding gifts, and other funds in order to fund the Programs implemented from sources other than the funding provided by **Achievement Centers and the City**. There shall be no requirement for additional funding or continued funding after the dates designated in this agreement.

Section 2.02 The City and Achievement Centers shall provide funding for the operation of Programs each year as follows:

A. Funding costs include in-kind services of donated staff time and other resources made available by **The City and Achievement Centers**.

B. **Achievement Centers** will additionally pay to each School, the annual amount of fifteen thousand dollars (\$15,000) for support of the school and programs impacted by the presence of **Achievement Centers** at the School. Payments shall be made **monthly**, in advance, and paid directly to the School not later than the fifth day of each month. Payments equal thirty thousand dollars (\$30,000) combining payments to both schools.

Section 2.03 The City shall pay Achievement Centers funds as outlined in a funding agreement between The City and Achievement Centers as they become available and are approved by the City Commission each year.

Section 2.04 Achievement Centers additional funding information is detailed in Exhibit "D" of this agreement - ACHIEVEMENT CENTERS FOUNDATION FUNDING.

ARTICLE 3: OWNERSHIP

Section 3.01 The Board Facilities shall remain in the ownership of the **School Board** and subject to all terms and conditions imposed herein subject to **School Board** Policy and Florida Statutes and Department of Education rules.

ARTICLE 4: USE OF PROPERTIES

Section 4.01 Use of Board Facilities/Program.

A. The **School Board** agrees to make Board Facilities, including, Wi-Fi internet service at the School available for use by **Achievement Centers** for the Programs as set forth herein:

1. During the school year: Five (5) days a week, Monday - Friday after school hours until 7:00 PM for extended day after school care offered to VPK- 12th grade as more particularly described in Exhibit "A".

2. During the summer: Five (5) days a week, Monday - Friday for a total of ten (10) hours a day, from 7:30 AM until 5:30 PM for the period between the end of the school year in June and the beginning of the school year in August for summer camp, as more particularly described in Exhibit "A".

3. The Board Facilities will be available for programming on early release, teacher planning days, Spring Break and President's Day. The Board Facilities will be closed and not available for the student programs on all other school holidays, for the entire Winter Break (traditionally beginning on the Saturday prior to Christmas and extending through the Sunday following New Year's), and during the summer for the July 4 holiday.

4. Requests by **Achievement Centers** for use of the Board Facilities for

special events outside the times/dates set forth herein may be permitted in the discretion of the School Principal with the prior written approval of the Board's Chief of Support Operations.

The Board Facilities shall be made available to **the City or to Achievement Centers** according to the Priority of Use at no cost or expense to **the City or to Achievement Centers** except as provided for in this Agreement. **Achievement Centers** use of Board Facilities shall be subject to and in accordance with:

1. The terms and conditions of this Agreement;
2. The **School Board's** rules, regulations and policies governing the use of Board Facilities;
3. All applicable local, state, and federal laws.

C. The School Principal shall work collaboratively with the **Achievement Centers** and **the City** regarding approved curriculum and programming to be provided by **Achievement Centers**. The School Principal shall have final approval authority and responsibility for his/her campus and shall coordinate scheduling the use of the designated Board Facility with **Achievement Centers** CEO. Programs implemented by **Achievement Centers** shall be consistent with the goals and mission of the **School Board** and with goals and standards aligned to quality academic, recreational, and family strengthening programs in Palm Beach County.

D. The manufacture, distribution, dispensation, possession, consumption or use of alcohol, tobacco products of any kind (including electronic cigarettes or any kind) or controlled substances on School Board-owned property is strictly prohibited and violation of this provision shall be a material breach of this Agreement.

F. **Achievement Centers** shall include the following disclaimer in a prominent place on all websites and advertising materials and provide copies of the website pages and all advertising materials that **Achievement Centers** produces or distributes to the Principal:

"Achievement Centers and The City of Delray Beach is not affiliated with or endorsed by the School Board of Palm Beach County or [School] and the events/activities hosted by **Achievement Centers** on **Pine Grove Elementary and Village Academy** premises pursuant to a cooperative agreement shall not be construed as being conducted, funded, hosted, or sponsored by the School Board or **Pine Grove Elementary and Village Academy** on behalf of **Achievement Centers**. The School Board and **Pine Grove Elementary and Village Academy** undertake no responsibility for supervising or monitoring **Achievement Centers** programs/events/activities and will not be liable for any and all actions of **Achievement Centers** on Pine Grove Elementary and Village Academy's premises."

F. **Achievement Centers** shall comply with all federal, state and local laws, regulations and rules, including but not limited to, grant requirements applicable to **Achievement Centers** and **the City's** eligibility for funding and grants.

G. **Achievement Centers**, at its sole cost and expense, shall be responsible for providing all accommodations and services required or necessary for any special education children participating in **Achievement Centers** programs/events/activities.

Section 4.02 Manner of Use; Cleanup.

Achievement Centers agrees to utilize the Board Facilities in the manner, and to the extent and degree intended for the particular Board Facility and further agrees to leave the Board Facility in a clean and orderly condition upon leaving the Board Facility each day.

Section 4.03 Vandalism or Other Damage to Board Facilities When in Use Pursuant to this Agreement.

Achievement Centers agrees to be responsible for vandalism or other damage occurring to the Board's Facilities during the periods the Board's Facilities are used by **Achievement Centers**. The **School Board** shall cause such repairs to be made as necessary to correct the damage to the Board Facilities in an expeditious and timely manner and submit an itemized invoice to **Achievement Centers** for damages incurred during **Achievement Centers** use of the Board Facilities. All invoices for damage repairs shall be paid by **Achievement Centers** within sixty (60) days of receipt of the invoice for the damages.

ARTICLE 5: CUSTODIAL SERVICES/MAINTENANCE

Section 5.01 School Board shall be responsible for custodial and security services at all Board Facilities, with such services to be performed by Board or Board's designee.

Section 5.02 The parties acknowledge and agree that **School Board** may close Board Facilities in order to perform maintenance or repairs to the Board Facility as necessary with as much notice as practicable to **Achievement Centers**.

Section 5.03 Achievement Centers shall not be responsible for providing custodial or security services.

ARTICLE 6: ACCESS AND SITE SECURITY Achievement

Centers will be responsible for securing Board Facilities after each use.

ARTICLE 7: LIABILITY/INSURANCE

Section 7.01 Achievement Centers shall, in addition to any other obligation to indemnify the **School Board** and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the **School Board**, their respective agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses, (including economic losses), and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of or claimed to have resulted in whole or in part from any actual or alleged act or omission of **Achievement Centers**, or anyone directly or indirectly employed by **Achievement Centers**, or of anyone for whose acts **Achievement Centers** may be liable; or violation of law, statute, ordinance, governmental administration order, rule, regulation or provision of this Agreement. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for **Achievement Centers** under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the **School Board** to enforce this Agreement shall be borne by **Achievement Centers**.

Achievement Centers recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the **School Board** in support of this indemnification in accordance with the laws of the State of Florida. **Achievement Centers** acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledges that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of a **School Board** employee acting within the scope of the employee's office or employment. **School Board** agrees to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of its employees. The parties acknowledge that foregoing shall not constitute an agreement by the **School Board** to indemnify **Achievement Centers** nor a waiver of sovereign immunity, nor a waiver of any defense the **School Board** may have under such statute, nor as consent to be sued by third parties. This article will survive the termination of this Agreement.

Section 7.02 Achievement Centers shall carry the following insurance coverages as stated below. The School Board shall be named as an additional insured. **Achievement Centers** shall provide the Certificate(s) of Insurance for required coverage within seven days of the date of request by the Benefits & Risk Management Department but in any respect at least 30 days prior to the commencement of any Term. Such Certificates shall provide written notice to the School Board and **Achievement Centers** thirty days prior to any cancellation of any insurance policy. Receipt of such notice shall be considered grounds for termination of this Agreement, in no event shall the limits of said insurance policies be considered as limiting the liability of **Achievement Centers**, its contractors and subcontractors under this Agreement.

A. Workers' Compensation - insurance coverage in accordance to and in compliance with Chapter 440, Florida Statutes.

Employers' Liability - insurance coverage with limits as follows:

- a) \$ 500,000 Bodily Injury by Accident for each accident
- b) \$ 500,000 Bodily Injury by Disease, policy limit
- c) \$ 500,000 Bodily Injury by Disease, each employee

Achievement Centers waives all rights against the School Board and its agents, officers, directors and employees for recovery of claims for bodily injury to the extent these injuries are covered by the workers' compensation and Employers' Liability Insurance.

B. Business Automobile liability shall be required with limits of at least; One Million Dollars (\$1,000,000.00) per occurrence for both bodily injury and property damage Combined Single Limit for owned, hired and non-owned automobiles, with the School Board of Palm Beach County as the additional insured on the policy. Business auto coverage shall be written on the most recent form of ISO form CA 00 01 or a substitute providing equivalent liability coverage.

Achievement Centers waives all rights against School Board and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto insurance maintained.

C. Commercial General Liability Insurance - **Achievement Centers** shall purchase and maintain commercial general liability (CGL) insurance including contractual liability and products and completed operations insurance and shall be written on the most recent form of CG 00 01 04/13. The School Board must be named as an additional insured under the CGL using ISO Additional Insured Endorsement CG 20 10 04/13 and CG 20 37 4/13 or their equivalent, providing additional insured coverage for both premises/operations and completed operations. This insurance including Insurance provided under a commercial umbrella, if any, shall apply as

primary insurance with respect to any other insurance or selfinsurance programs afforded to or maintained by the School Board utilizing ISO Form CG 20 01 04/13 or its equivalent.

Coverage shall be for bodily and personal injury and property damages. Limits of liability shall be set at One Million Dollars (\$1,000,000.00) per occurrence. CGL insurance shall contain a general aggregate limit of Two Million Dollars (\$2,000,000.00).

Achievement Centers waives all rights against School Board and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the CGL insurance maintained.

D. Professional Liability Insurance - **Achievement Centers** shall procure and maintain Professional Liability Insurance for the life of this contract, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$10,000. The deductible shall be the responsibility of **Achievement Centers**.

H. Participant Accident Coverage - **Achievement Centers** shall procure and maintain during the Term of this Agreement Participant Accident Coverage in the minimum amount of \$25,000 per participant in the designated Program.

ARTICLE 8: DISPUTE RESOLUTION

Section 8.01 In the event an issue arises which cannot be resolved between the parties regarding the use or availability of a Board Facility or the implementation, supervision, or conduct of the Program, the dispute shall be referred to the **School Board's** Superintendent, the CEO of **Achievement Centers and the City Attorney** or their respective designees, who shall all make a good faith effort to resolve the dispute.

ARTICLE 9: RELOCATION OF PROGRAMS AND SERVICES

The School Board reserves the right to remove or relocate the Programs to another site, if convenient, in the reasonable discretion of the **School Board**.

ARTICLE 10: LICENSE

Notwithstanding any provision of this Agreement to the contrary, the use of the Board Facilities or the delivery of services or programs by **Achievement Centers** shall only amount to a license to use the Board Facilities on a non-exclusive basis, which license shall be revocable by the party licensing the use for any reason whatsoever. The parties agree that nothing in this Agreement shall be construed as granting either **Achievement Centers** any title, interest, or estate in the Board Facilities.

ARTICLE 11: DEFAULT

The parties agree that, in the event any party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.

ARTICLE 12: TERMINATION

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by any party; (i) without cause upon ninety (90) days prior written notice to the other parties or (ii) with cause upon the expiration of the thirty (30) day cure period provided for in Article 11 above.

ARTICLE 13: ANNUAL APPROPRIATION

Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years, including the solicitation and acquisition of grants and/or gifts.

ARTICLE 14: NOTICES

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

If to School Board:

Chief of Support Operations School
Board of Palm Beach County 3300
Forest Hill Blvd., B-302 West Palm
Beach, FL 33406

With Copies to:

Shauntay King., Principal Pine Grove
Elementary 400 S.W. 10th Street
Delray Beach, FL 33444

Latoya Dixon, Principal Village
Academy 400 SW 12th Avenue Delray
Beach, FL 33444

Ian Saltzman, Region Superintendent
1790 N.W. Spanish River Boulevard
Boca Raton, FL 33431

Kiwana Alexander-Prophete, Director Extended Learning
(Afterschool Programming)
4260 Westgate Ave., P-8 West Palm Beach, FL 33409

If to City:

Don Cooper, City Manager City of Delray Beach 100 NW 1st
Avenue Delray Beach, FL 33444

If to Achievement Centers for Children & Families:

Stephanie Seibel, Chief Executive Officer 555 NW 4th Street
Delray Beach, FL 33444

Any party may, from time to time, change the address to which notice under this Agreement shall be given to such party, upon prior written notice to the other parties.

ARTICLE 15: GOVERNING LAW AND VENUE

This Agreement shall be construed and governed by the laws of the State of Florida. The parties agree that any controversies or legal disputes arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida.

ARTICLE 16: EQUAL OPPORTUNITY PROVISION

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation or gender, gender identify or expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

ARTICLE 17: CAPTIONS

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

ARTICLE 18: SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

ARTICLE 19: ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 21: AMENDMENT

Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto.

ARTICLE 20: INCORPORATION BY REFERENCE
ARTICLE 22: WAIVER

No waiver of any provision of this Agreement shall be effective against any party hereto unless it 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.

ARTICLE 23: CONSTRUCTION

No single party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other parties based upon who drafted it.

ARTICLE 24: NO THIRD PARTY BENEFICIARIES

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

ARTICLE 25: EFFECTIVE DATE/TERM

This Agreement shall become effective when signed by each of the parties, approved the **School Board, the City and Achievement Centers** and filed with the Board Secretary for the School District of Palm Beach County. The term of this Agreement shall be for a period beginning June 20, 2018 and ending on September 30, 2021. This Agreement may be renewed and extended for additional periods of time by agreement of the parties.

ARTICLE 26: ACCEPTANCE OF FACILITIES

The **School Board** shall not be required to make any improvements or repairs to the Board Facilities as a condition of use of the Board Facilities by **Achievement Centers**. **Achievement Centers** shall accept the Board Facilities in their "As is", "Where is" condition. The parties acknowledge and agree that neither **School Board** has made any warranties or representations to the other parties regarding the Board Facilities, including, but not limited to, any representations or warranties regarding the suitability of the Board Facilities for use by **Achievement Centers**.

ARTICLE 27: BACKGROUND SCREENING REQUIREMENTS

All **Achievement Centers** employees who are permitted access to the Board's Facilities when students are present, who have direct contact with students, or who have access to or control of school funds must undergo level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in Section 1012.32, Florida Statutes. **Achievement Centers** shall insure that all **Achievement Centers** employees submit to a background check, including fingerprinting by the **School Board's** Police Department or State of Florida Department of Health, at the sole cost of **Achievement Centers**. No **Achievement Centers** employee shall be permitted access to the Board's Facilities when students are present, to have direct contact with students or to have access to or control of school funds until he or she receives notice of clearance by the **School Board** or State of Florida Department of Health. Neither the **School Board**, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of any **Achievement Centers** employee (or discontinuation of the **Achievement Centers** employee's services) on the basis of these compliance obligations. **Achievement Centers** agrees that no **Achievement Centers** employee who meets the above conditions and who has been convicted or who is currently under investigation for a crime delineated in Section 435.04, Florida Statutes, will be permitted access to the Board's Facilities when students are present, who have direct contact with students or who have access to or control of school funds.

ARTICLE 28: NO AGENCY RELATIONSHIP

No person employed by any party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of any other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

ARTICLE 29: INSPECTOR GENERAL

Achievement Centers agrees and understands that the School District's Office of Inspector General ("Inspector General") shall have Immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by **Achievement Centers** with regard to the Agreement. **Achievement Centers** employees, vendors, officers and agents shall furnish the Inspector General with requested information and records w'thin their custody for the purposes of conducting an Investigation or audit, as well as provide reasonable assistance to the Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to the Agreement. Furthermore, **Achievement Centers** understands, acknowledges and agrees to abide by School Board Policy 1.092.

ARTICLE 30: PUBLIC RECORDS

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.

Pursuant to §119.0701, F.S., the **Achievement Centers** shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (e) IF ACHIEVEMENT CENTERS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406
- (f) If **Achievement Centers** does not comply with this section, the **School Board** shall enforce the contract provisions in accordance with the contract and state laws may unilaterally cancel.

ARTICLE 31: WAIVER OF JURY TRIAL

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 32: FORCE MAJEURE

No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure¹"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

ARTICLE 33: LIENS

The **School Board's** interest in the Board Facilities shall not be subject to liens arising from **Achievement Centers** use of the Board Facilities, or exercise of the rights granted hereunder. **Achievement Centers** shall promptly cause any lien imposed against the Board Facilities relating to any matter related to this Agreement to be discharged or transferred to bond.

ARTICLE 34: SURVIVAL

Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive.

ARTICLE 35: ASSIGNMENT

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by **Achievement Centers** without the prior written consent of the **School Board**. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments.

ARTICLE 36: AUTHORITY

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

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

By: _____
Ian Saltzman, Region Superintendent

**SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA**

ATTEST:

Donald E. Fennoy II, Ed.D.
Superintendent

By: _____
Chuck Shaw, Chairman

Approved as to Form
and Legal Sufficiency:

K. Hall 5/15/18
Office of General Counsel

City of Delray Beach, Attorney

ATTEST:

City of Delray Beach

By: _____
Shelly Petrolia, Mayor, City of Delray Beach

Achievement Centers for Children & Families,
a Florida not-for-profit corporation

By: Stephanie Selbel / CEO
Stephanie Selbel, Executive Officer

EXHIBIT "A"

Achievement Centers for Children & Families will provide programming to students at Pine Grove Elementary and to students at Village Academy, including, but not limited to, the following Services and Activities:

1. **Afterschool programming** following school dismissal until 7:00 PM.
2. **Summer Camp** beginning after the end of the school year in June and operating throughout the summer from 7:30 AM to 5:30 PM, Monday through Friday.
3. Expanded **learning opportunities** programming, provided through Prime Time, PBC
4. **Homework assistance** and targeted academic support aligned to the principal's academic instructional goals for the school.
5. **Educational enhancement** programs/curriculum such as utilization of the District Journeys Summer Curriculum, Character development curriculum, participation in local and county spelling bee's, music curriculum, mentoring programs, and a leadership council.
6. Daily **healthy snacks and meals**.
7. A variety of **clubs and activities**, based on students' interests, such as Digital Year Book, Robotics club, academic games, library club, ceramics, drumline and dance groups.
8. A variety of **field trips** of interest, particularly in the summer, including: educational experiences, activities to enhance socialization, leadership opportunities, community connectedness, and fun engagement opportunities.
9. **Parent workshops** on a variety of topics including: financial literacy with presenters from local banks, parenting classes and behavior management by licensed psychologist and therapists, health and wellness classes for the community, and other activities which promote family bonding.
10. A variety of **Special Events** organized and funded by the Achievement Centers Foundation in partnership with the school to provide services and activities for children, parents, and the community such as Fall Family Fun Fest, a Community Job Fair, Celebration of Black History Month and a Holiday Pageant.
11. For the families of students in the program, a full range of **assessments, referrals, and linkages** to services provided to support the family unit. These adjunct services will be provided through the Achievement Centers Family Strengthening Program (summary below) to engage, support, and empower families and the community.
12. Families will have access to **Health Navigation Services** by trained staff as well as Spanish and Creole **translation services**.
13. At all school sites, **students will have access to ACCF's Family Resource Center** including a library, computer lab, music studio and sound studio, art room, and a gymnasium. Students may be transported by ACCF busses for these and other special activities.
14. Children and families in the program will receive **holiday assistance**, when available, through the agency's adopt-a-family program. All children receive holiday gifts and adopted families submit a list of needs that donors often provide/underwrite include assistance with

household bills and childcare fees.

EXHIBIT "B" **FAMILY STRENGTHENING PROGRAM**

The Family Strengthening Program (FSP) is a new, creative and ever-evolving community-based outreach and support program within ACCF. Program components include needs assessments, outreach, active skill building workshops, parent and community engagement initiatives, and resource development and linkage. The program provides parenting, financial literacy, and health workshops; connects families to needed resources such as job training, housing, and counseling; and plans engagement activities that get families involved in their children's education. Fundraising through the Achievement Centers Foundation will support initiatives and will allow the program to hire trained professionals. This innovative and well-researched strategy employs, trains, and supports trusted individuals from the community to serve as outreach workers who bring positive behavior strategies to schools, advocate for families across multiple settings, and bridge the gap between families and the service delivery system. Effectiveness data will be collected to further support and replicate the program.

Program Components:

- **Needs Assessment-** Periodic needs assessments are completed with ACCF parents and community members to identify most impactful stressors. Result are helping to guide program provision. For example, overwhelmingly families are identifying housing as a priority area. As a result, program staff are gathering resources related to housing and will provide informational sessions and workshops related to that identified need. Needs assessments are also completed as a part of the intake process for the program in order to monitor progress/ change in goal areas.
- **Outreach-** FSP is dedicating great effort to engage with the community. In order for families to trust and engage in services provided they need to have direct connection and access to staff. Partnering with schools and other service providers has been extremely beneficial as it allows the FSP to meet and interface with families in their community spaces that are comfortable and familiar.
- **Achievement Navigation** - Achievement Navigators strategy employs, trains, and supports trusted individuals from the community (that also speak Creole) to serve as outreach workers who bring positive behavior strategies to schools, advocate for families across multiple settings, and bridge the gap between families and the service delivery system. Training has been (and will continue to be) provided on engagement, case management, mental health first aid, motivational interviewing, and restorative practices. In collaboration with the school principals, during school hours, this position helps promote restorative practice strategies to build community and curb behavioral problems. These efforts will help bridge services provided at school and within our after school program.
- **Active Skill Building-** Based upon need and evidence based strategies, active skills building workshops are provided to families and the community on our main campus and within partner schools. Workshops are hands on and practice based increasing the chance

of skill acquisition. Planned workshops induce; strategies to promote learning and literacy, positive parenting practices, behavior management strategies for home, school engagement strategies, and navigating the IEP process.

Resource Development / Collaboration-Through school partnerships and other service providers, the FSP is helping to coordinate and bring community needed resources. Working closely with schools, family needs can be identified and referred for support services. Health Navigation will help families apply for health insurance and other benefits including food stamps, snap, and TANF. BoysTown South Florida and other Behavioral Health providers offer services under our program. And, a growing team of volunteers provide on-site homework assistance for students during the after school hours.

EXHIBIT "C"
HEALTHIER DELRAY BEACH INITIATIVE

In 2014 Palm Healthcare Foundation, Palm Beach County's largest public health foundation, launched its Healthier Together initiative, a place-based funding strategy aimed at impacting sustainable and lasting change at a community level. Using a collective impact model, the initiative is designed to be community-driven with a focus of engaging residents, formal and informal leaders and stakeholders to ultimately grow capacity for change for themselves, their families, neighbors and friends. The foundation will invest \$1,000,000 over 5 to 7 years in each of the 6 identified communities in Palm Beach County. Communities were selected using data-driven decision making around needs, gaps in services and history of collaboration.

Delray Beach was selected by the foundation's Board of Trustees to be one of the first two communities to be fully engaged in the process. The project, called Healthier Delray Beach, was formed as a result of several community-wide meetings, visioning sessions and strategic planning meetings to improve the behavioral health among the residents in Delray Beach beginning with its most vulnerable population living in the 33414 zip code. The volunteer Steering Committee is comprised of individuals living and/or working in Delray Beach. This group is the governing body for the initiative. A Project Director works on behalf of Healthier Delray Beach, whose role is to coordinate efforts and act as a liaison between the initiative and the existing work and resources already established in Delray Beach, and reports directly to the Steering Committee.

The Achievement Centers for Children & Families is the fiscal agent and backbone organization for the initiative. ACCF manages the funds on behalf of the community while providing important Infrastructure, resources and access to the population who will ultimately benefit from the Healthier Delray Beach initiative. This collaborative will bring coordinated services and benefit to all partner schools.

Exhibit "D"
ACHIEVEMENT CENTERS FOUNDATION FUNDING

ACCF Foundation is the sole fundraising arm for the agency's programming. It has the fiduciary responsibility of raising funds each year through an annual fund campaign, special events and private grants. The Foundation supports 20-30% of the agency's FY budget. This financial support allows for the programming to be affordable for low-income and working families. In addition to program funding and scholarships for tuition fees, the Foundation raises funds for specific and supplemental initiatives in our summer and afterschool programs:

- **Teen Summit:** This annual event is donor funded and is attended by 250 teens in PBC and focuses preparing youth for a global society. Students hear a motivational messages told by local celebrities who faced adversity followed by workshops taught by area experts. Themes in past years included STAND: Students Taking Action and Navigating their Destiny and featured Twan Russell, Senior Director of Community Affairs for the Miami Dolphins and last year's theme was Equity and featured two national speakers one from the National Race Equity Institute. Workshops typically include social networking & cyberbullying; college prep; dress for success; school to prison pipeline; hygiene/etiquette; suicide prevention; dollars & sense; pregnancy prevention; and how to conduct yourself when approached by law enforcement.
- **Healthy Bellies:** This healthy eating and cooking program is funded and operated by Chef Bruce Feingold and DaDa Restaurant. This program invites guests at Dada to donate funds to Healthy Bellies. One hundred percent of the proceeds go to provide nutritional meals and snacks, healthy cooking workshops and grocery store field trips led by Chef Feingold.
- **Social Media Club:** Teens attending Village Academy participate in a social media club led by ACCF Foundation staff. In this group students manage ACCF Twitter and Instagram feeds as a 'Student Takeover' project. Teens learn about the role social media plays in business and the community and the importance of professional content. Students are responsible for gathering photos, quotes and information, planning a content calendar and posting throughout the week.
- **Farmer Jay's Jr. Sprouts:** The Zanelli Family Foundation funds the gardening club and Farmer Jay's Jr. Sprouts classes. The curriculum is designed to introduce children to sustainable agriculture. The program inspires children to be informed of how food is grown and how it affects their body. Modules include: seeds; scouting for insects; plant anatomy; composting; photosynthesis and plant nutrition; animals on the farm; where food comes from and planting a garden.
- **Robotics Program:** Different Robotics/Stem Programs are offered based on funding and partner availability. SeaPerch Robotics has been funded by SeaPerch and inspires students to explore the fields of engineering and technology. This program engages young people to pursue academic paths to STEAM careers. Students assemble ROV units to develop critical thinking skills, engineering design processes, and teamwork strategies. Teams demonstrate their units across programs and have performance

competitions. A partnership with the Tech Garage in Boca Raton will allow for students to gain experience in designing and programming robots and competing with them locally. Tech Garage staff will bring their equipment and expertise to Village Academy through ACCF for students to participate on site,

Teen Program, AVID/Science: This program, funded by United Way of PBC serves teens attending Village Academy. Students receive intensive reading improvement tutoring, homework assistance, and guidance to complete missing assignments. Measurable goals include the percentage of students receiving passing grades and on track for grade promotion. Homework help, a math and reading component help support and reinforce school/academic goals.