



Sandor Wiener School of Opportunity, Inc.
North Campus
 20000 N.W. 47 Avenue, Bldg. # 7 Miami, FL 33055
 Phone # (305) 623-9631 Fax (305) 623- 9621
 Mailing address: P.O. Box 173470 Hialeah, FL 33017-3470

Sandor Wiener School of Opportunity
South Campus
 11025 S.W. 84 Street, Cottage #5 Miami, FL 33173
 Phone# (305) 279-3064 Fax (305) 279-2922

2009 NOV 10 PM 4: 06

"Student's will be considered for admission without regard to ethnicity, national origin, race, religion or gender"

November 9th, 2009

Mr. Trevor L. Williams,
 Assistant Chief Auditor
 Office of Management and Compliance Audits

Dear, Mr. T. Williams,

RE: FINANCIAL EMERGENCY CORRECTIVE ACTION PLANS

In response to your letter dated October 30, 2009, we are including more detail and additional information you requested from previous correspondence. Information requested initially didn't specify this type of information but a projection indicating how to cope with expense reductions and to reduce negative fund balance. Our response to your second request is as follow:

1. Personnel cost projection from 2009 to 2010 :

| SOUTH | Projected 2010 | Actual 2009 |
|--------------|-----------------------|--------------------|
| Professional | \$ 138,900 | \$ 178,281 |
| Clerical | 28,000 | 28,000 |
| Aides | 92,300 | 111,089 |
| Therapists | 109,000 | 110,379 |
| Part-time | 0 | 6,114 |
| Taxes | 29,200 | 33,168 |
| Total | \$ 397,400 | \$ 467,031 |

| NORTH | Projected 2010 | Actual 2009 |
|--------------|-----------------------|--------------------|
| Professional | \$ 149,342 | \$ 188,209 |
| Clerical | 33,800 | 33,800 |
| Aides | 86,800 | 100,077 |
| Therapists | 53,000 | 58,456 |
| Part-time | 0 | 6,949 |
| Taxes | 26,993 | 32,432 |
| Total | \$ 349,935 | \$ 419,923 |

2009 NOV 10 PM 4: 06
 MANAGEMENT AND
 COMPLIANCE AUDITS



For North and South campus, under professional we are reducing cost allocation for fiscal services from ARC Director and staff support by 8% and 12% summer time reduction. Aides and therapist we are utilizing productive time minimizing cost services. and a better control through our new ADP payroll clock-system. Part-time services would be evaluated as part of our cost reduction plan.

2. For North campus, student enrollment did increase. October 2009 reflects 25 students based on February 2009 FTE survey period. FTE survey period from October 12th, 2009 through October 16th, 2009, reflect an enrollment of 28 students as noted in attached Verification of Earned FTE/School Funding Certification. FEFP payments will be recalculated based on increased enrollment numbers and an increase in revenues will occurred. Currently Sandor Wiener North has reached its budget goal of 28 students. Every effort will be made to maintain and increase student enrollment by continuing to follow the Marketing Plan. As always student/ staff ratio will be monitored and adjusted based on program operations. (See Attachment -1)
3. For South campus, student enrollment FTE survey period for October 2009 reflect an enrollment of 23 students as noted in attached Verification of Earned FTE/School Funding Certification based on total 11.500 (matrix score). The enrollment at South campus has fluctuated between 22 and 26 students since the opening of the 2009-2010 school year. The fluctuation has been due to a number of factors including students moving out of state, student being withdrawn from the system as “no-show” the first week of school due to hospitalization. New student and re-enrollment of student hospitalized were unable to be captured during FTE period. As of October 16th, 2009 the total enrollment was 24 students; however the total count during the October FTE survey period was 23 students due to issues listed above. Currently we continue following our Marketing plan through flyers distribution and community networking as well as web site out-reach efforts. At this moment two students who withdrew during the summer are interested in returning. The School will make every effort to achieve its goal of 29 students . (See Attachment -2)
4. We are including ARC audit report for 2007-2008 operations. Our fiscal year ended September 30, 2009 and unaudited financial reports will be available upon your request. (See Attachment -3)
- 5 We are enclosing updated Board Resolutions dated November 10th, 2009. With these resolutions ARC’s Board of Directors are renewing their support to Sandor Wiener School of Opportunity, Inc. North and South Campus. These Resolutions will help maintaining the Schools’ financial stability. (See Attachment - 4)

- 6 North and South campus maintain an interfund transfer to reflect temporary funds transfers as part of their normal operations. Eventually these accounts become a wash account in between both centers as shown in note #7 of audit report for South campus. As of September 30th, 2009 South's liquidity ratio was 2.06 without including this obligation. The current balance owed to North from South is \$27,000 and we expect to reduce this balance in a short-term period making a collectible item.
- 7 As we mentioned in our previous letter, revenues included in our recovery plan are based on existing contracts and this is the case for The Children's Trust contract # 910-155 in the amount of \$374,698.00. (See Attachment -5).
- 8 For North campus, we are enclosing copy of e-mail from Mr. Steven Mayers, Real Estate Development from Miami Dade County indicating the process to renew our rental contract (See Attachment -6).
For South campus, rent contract under Part I. General Provisions – A.TERM number (3), show that this contract can be renewed for up to an additional 15 years by mutual agreement and we will renew such contract before its expiration. (See Attachment -7)

Submitted by Management on behalf of Sandor Wiener School Board.

Sincerely,



Vickie Burley
Program Director

ATTACHMENT – 1 NORTH

- Funding Certification
- Verification of Earned FTE
- Marketing - Flyers

DATE RUN : 10/29/09
TIME RUN : 12:52:30

MIAMI-DADE COUNTY PUBLIC SCHOOLS
SCHOOL FUNDING CERTIFICATION

PRODUCT T13401301
PAGE 1

SCHL - 5710 SANDOR WIENER SCH OPPORTUN

AS OF 10/17/09 02:25:12

FISCAL YEAR 09-10 SURVEY CODE - 2

| | INV GRD | PK | KG | 01 | 02 | 03 | 04 | 05 | 06 | |
|-------------------------|---------|----|----|----|----|----|----|----|----|-----|
| BASIC EDUCATION | | | | | | | | | | |
| K-3 BASIC | | | | | | | | | | |
| 101 | | | | | | | | | | 101 |
| 4-8 BASIC | | | | | | | | | | |
| 102 | | | | | | | | | | 102 |
| 9-12 BASIC | | | | | | | | | | |
| 103 | | | | | | | | | | 103 |
| EDUCATIONAL ALTER. 4-8 | | | | | | | | | | |
| 120 | | | | | | | | | | 120 |
| EDUCATIONAL ALTER. 9-12 | | | | | | | | | | |
| 121 | | | | | | | | | | 121 |
| ESOL | | | | | | | | | | |
| 130 | | | | | | | | | | 130 |

GRADE TOTALS

07 08 TOTAL

BASIC EDUCATION

| | | | | | | | | | | |
|-------------------------|--|--|--|--|--|--|--|--|--|-----|
| K-3 BASIC | | | | | | | | | | |
| 101 | | | | | | | | | | 101 |
| 4-8 BASIC | | | | | | | | | | |
| 102 | | | | | | | | | | 102 |
| 9-12 BASIC | | | | | | | | | | |
| 103 | | | | | | | | | | 103 |
| EDUCATIONAL ALTER. 4-8 | | | | | | | | | | |
| 120 | | | | | | | | | | 120 |
| EDUCATIONAL ALTER. 9-12 | | | | | | | | | | |
| 121 | | | | | | | | | | 121 |
| ESOL | | | | | | | | | | |
| 130 | | | | | | | | | | 130 |

GRADE TOTALS

**** GRAND TOTAL THIS CATEGORY .0000

INV GRD PK KG 01 02 03 04 05 06

VOCATIONAL EDUCATION

| | | | | | | | | | | |
|-----------------|--|--|--|--|--|--|--|--|--|-----|
| VOCATIONAL 6-12 | | | | | | | | | | |
| 300 | | | | | | | | | | 300 |

GRADE TOTALS

07 08 TOTAL

VOCATIONAL EDUCATION

| | | | | | | | | | | |
|-----------------|--|--|--|--|--|--|--|--|--|-----|
| VOCATIONAL 6-12 | | | | | | | | | | |
| 300 | | | | | | | | | | 300 |

GRADE TOTALS

**** GRAND TOTAL THIS CATEGORY .0000

DATE RUN : 10/29/09
TIME RUN : 12:52:30

MIAMI-DADE COUNTY PUBLIC SCHOOLS
SCHOOL FUNDING CERTIFICATION

PRODUCT T13401301
PAGE 2

SCHL - 5710 SANDOR WIENER SCH OPPORTUN

AS OF 10/17/09 02:25:12

FISCAL YEAR 09-10 SURVEY CODE - 2

| | INV GRD | PK | KG | 01 | 02 | 03 | 04 | 05 | 06 | |
|-----------------------|---------|-------|-------|--------|-------|--------|--------|--------|--------|-----|
| EXCEPTIONAL EDUCATION | | | | | | | | | | |
| K-3 BASIC WITH ESE | | | | | | | | | | |
| 111 | | | .5000 | | .5000 | .5000 | | | | 111 |
| 4-8 BASIC WITH ESE | | | | | | | | | | |
| 112 | | | | | | | | .5000 | .5000 | 112 |
| 9-12 BASIC WITH ESE | | | | | | | | | | |
| 113 | | | | | | | | | | 113 |
| MATRIX LEVEL 4 | | | | | | | | | | |
| 254 | .5000 | | | 1.0000 | | 1.0000 | 1.0000 | 2.5000 | 2.0000 | 254 |
| MATRIX LEVEL 5 | | | | | | | | | | |
| 255 | | | | | | | | | .5000 | 255 |
| GRADE TOTALS | .5000 | .5000 | .5000 | 1.0000 | .5000 | 1.5000 | 1.0000 | 3.0000 | 3.0000 | |
| SCHL GRD TOTAL | .5000 | .5000 | .5000 | 1.0000 | .5000 | 1.5000 | 1.0000 | 3.0000 | 3.0000 | |

DATE RUN : 10/29/09
TIME RUN : 12:52:30

MIAMI-DADE COUNTY PUBLIC SCHOOLS
SCHOOL FUNDING CERTIFICATION

PRODUCT T13401301
PAGE 3

SCHL - 5710 SANDOR WIENER SCH OPPORTUN

AS OF 10/17/09 02:25:12

FISCAL YEAR 09-10 SURVEY CODE - 2

| INV GRD | PK | KG | 01 | 02 | 03 | 04 | 05 | 06 | TOTAL |
|-----------------------|--------|-------|----|----|----|----|----|----|--|
| | 07 | 08 | | | | | | | |
| EXCEPTIONAL EDUCATION | | | | | | | | | |
| K-3 BASIC WITH ESE | | | | | | | | | 1.5000 111 |
| 111 | | | | | | | | | |
| 4-8 BASIC WITH ESE | | | | | | | | | 1.5000 112 |
| 112 | | .5000 | | | | | | | |
| 9-12 BASIC WITH ESE | | | | | | | | | 113 |
| 113 | | | | | | | | | |
| MATRIX LEVEL 4 | | | | | | | | | 10.5000 254 |
| 254 | 2.5000 | | | | | | | | |
| MATRIX LEVEL 5 | | | | | | | | | .5000 255 |
| 255 | | | | | | | | | |
| GRADE TOTALS | 2.5000 | .5000 | | | | | | | **** GRAND TOTAL THIS CATEGORY 14.0000 |
| SCHL GRD TOTAL | 2.5000 | .5000 | | | | | | | |

**** SCHOOL GRAND TOTAL 14.0000

I CERTIFY THIS INFORMATION TO BE CORRECT.


(PRINCIPAL'S SIGNATURE)

DATE 10/29/09



Sandor Wiener School of Opportunity

*Charter School Openings
Opening Doors to Limitless Achievement*



- Miami-Dade Public Charter School serving students with moderate to severe Intellectual and/or Physical Disabilities and medical issues.
- Grades Pre-Kindergarten to Eighth.
- Physical, Occupational, and Speech-Language therapy for those who qualify.
- "Snoezelen Room" Multi-sensory program
- Inclusive out-of-school programs include: Before care, After-care, and Summer Camp

Now Accepting
Student
Applications!

Call for more
information.

Se habla espanol

Two convenient Campus locations: Call now to visit our school



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Miami, FL 33157
Phone: 305-279-3064
Fax: 305-279-2922

North Campus
20000 NW 47 Ave, Bldg. # 7
Miami, FL 33055
Phone: 305-623-9631
Fax: 305-623-9621
Mailing Address: PO Box 173470
Hialeah, FL 33017



Visit us on the web: www.sandorwienerschool.org

ATTACHMENT – 2 SOUTH

- Funding Certification
- Verification of Earned FTE
- Marketing - Flyers



MIAMI-DADE COUNTY PUBLIC SCHOOLS

VERIFICATION OF EARNED FTE

| | | | |
|---|-------------------------------|--------------------------|------------|
| Name of School | School Telephone No. and Ext. | Contact Name | School No. |
| Sandor Wiener School of Opportunity-South | (305) 279-3064 | Vanessa Hughes, Director | 5030 |
| Principal's Signature <i>[Signature]</i> | | Date 10/29/09 | |

STUDENT MEMBERSHIP AS OF 10/16/09 24

Plus students withdrawn during survey week but eligible for FTE survey (did not enter another Miami-Dade County Public School) + 0 SPECIFY NAMES ON REVERSE

Less students not funded (10/16/09) - 1 SPECIFY NAMES ON REVERSE
(Last day of survey week)

TOTAL STUDENTS FUNDED = 23

-DAY SESSION:

TOTAL PK-3 STUDENTS FUNDED 12 X 0.5000 = FTE EARNED 6.0000

TOTAL 4-12 STUDENTS FUNDED 11 X 0.5000 = FTE EARNED 5.5000

-DAY SESSION:

TOTAL PK-3 STUDENTS FUNDED _____ X _____ = FTE EARNED

TOTAL 4-12 STUDENTS FUNDED _____ X _____ = FTE EARNED

TOTAL FTE EARNED PK-12 11.5000

FTE reported at another center: (This would apply only to schools having students attending a second school location.)

| School # | School Name | FTE | School # | School Name | FTE |
|----------|-------------|-----|----------|-------------|-----|
| | | | | | |

LESS TOTAL TO OTHER CENTERS -

FTE reported at this center for students in membership at another school: (This would apply only to schools having special programs [i.e. gifted, voc. ed., etc.] for students coming from another school center.)

| School # | School Name | FTE | School # | School Name | FTE |
|----------|-------------|-----|----------|-------------|-----|
| | | | | | |

PLUS TOTAL FROM OTHER CENTERS + 0.0000

BALANCE - This amount must agree with your School Funding Certification total. If not, list other adjustments below = 11.5000

Plus FTE for "R" status (part-time - not in membership) students in your school + 0.0000

Plus FTE for "O" status (part-time - not in membership) students in your school + 0.0000

Loss of FTE due to "A" status (part-time - in membership) students going less than full time - 0.0000

..... = 11.5000

DATE RUN : 10/29/09
TIME RUN : 11:44:20

MIAMI-DADE COUNTY PUBLIC SCHOOLS
SCHOOL FUNDING CERTIFICATION

PRODUCT T13401301
PAGE 1

SCHL - 5030 SANDOR WIENER OPP SOUTH

AS OF 10/17/09 02:24:17

FISCAL YEAR 09-10 SURVEY CODE - 2

| | INV | GRD | PK | KG | 01 | 02 | 04 | 05 | 06 | 07 | |
|-------------------------|-----|-----|----|----|----|----|----|----|----|----|-------|
| BASIC EDUCATION | | | | | | | | | | | |
| K-3 BASIC | | | | | | | | | | | 101 |
| 4-8 BASIC | | | | | | | | | | | 102 |
| 9-12 BASIC | | | | | | | | | | | 103 |
| EDUCATIONAL ALTER. 4-8 | | | | | | | | | | | 120 |
| EDUCATIONAL ALTER. 9-12 | | | | | | | | | | | 121 |
| ESOL | | | | | | | | | | | 130 |
| GRADE TOTALS | | | | | | | | | | | |
| | | | | | | | | | | 08 | TOTAL |

| | | | | | | | | | | | |
|-------------------------|--|--|--|--|--|--|--|--|--|--|--------------------------------------|
| BASIC EDUCATION | | | | | | | | | | | |
| K-3 BASIC | | | | | | | | | | | 101 |
| 4-8 BASIC | | | | | | | | | | | 102 |
| 9-12 BASIC | | | | | | | | | | | 103 |
| EDUCATIONAL ALTER. 4-8 | | | | | | | | | | | 120 |
| EDUCATIONAL ALTER. 9-12 | | | | | | | | | | | 121 |
| ESOL | | | | | | | | | | | 130 |
| GRADE TOTALS | | | | | | | | | | | |
| | | | | | | | | | | | **** GRAND TOTAL THIS CATEGORY .0000 |

| | INV | GRD | PK | KG | 01 | 02 | 04 | 05 | 06 | 07 | |
|----------------------|-----|-----|----|----|----|----|----|----|----|----|-------|
| VOCATIONAL EDUCATION | | | | | | | | | | | |
| VOCATIONAL 6-12 | | | | | | | | | | | 300 |
| GRADE TOTALS | | | | | | | | | | | |
| | | | | | | | | | | 08 | TOTAL |

| | | | | | | | | | | | |
|----------------------|--|--|--|--|--|--|--|--|--|--|--------------------------------------|
| VOCATIONAL EDUCATION | | | | | | | | | | | |
| VOCATIONAL 6-12 | | | | | | | | | | | 300 |
| GRADE TOTALS | | | | | | | | | | | |
| | | | | | | | | | | | **** GRAND TOTAL THIS CATEGORY .0000 |

DATE RUN : 10/29/09
TIME RUN : 11:44:20

MIAMI-DADE COUNTY PUBLIC SCHOOLS
SCHOOL FUNDING CERTIFICATION

PRODUCT T13401301
PAGE 2

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FISCAL YEAR 09-10 SURVEY CODE - 2

| | INV GRD | PK | KG | 01 | 02 | 04 | 05 | 06 | 07 | |
|-----------------------|---------|----|--------|--------|--------|--------|-------|--------|--------|-----|
| EXCEPTIONAL EDUCATION | | | | | | | | | | |
| K-3 BASIC WITH ESE | | | | | | | | | | 111 |
| 111 | | | | | | | | | | |
| 4-8 BASIC WITH ESE | | | | | | | .5000 | | | 112 |
| 112 | | | | | | | | | | |
| 9-12 BASIC WITH ESE | | | | | | | | | | 113 |
| 113 | | | | | | | | | | |
| MATRIX LEVEL 4 | | | | | | | | .5000 | 1.5000 | 254 |
| 254 | .5000 | | .5000 | 1.0000 | 1.5000 | 2.0000 | | | | |
| MATRIX LEVEL 5 | | | | | | | | .5000 | | 255 |
| 255 | .5000 | | .5000 | .5000 | .5000 | | | | | |
| GRADE TOTALS | 1.0000 | | 1.0000 | 1.5000 | 2.0000 | 2.0000 | .5000 | 1.0000 | 1.5000 | |
| SCHL GRD TOTAL | 1.0000 | | 1.0000 | 1.5000 | 2.0000 | 2.0000 | .5000 | 1.0000 | 1.5000 | |

DATE RUN : 10/29/09
TIME RUN : 11:44:20

MIAMI-DADE COUNTY PUBLIC SCHOOLS
SCHOOL FUNDING CERTIFICATION

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PAGE 3

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FISCAL YEAR 09-10 SURVEY CODE - 2

| INV GRD | PK | KG | 01 | 02 | 04 | 05 | 06 | 07 | TOTAL |
|--------------------------------|--------|----|----|----|----|----|----|----|------------|
| EXCEPTIONAL EDUCATION | | | | | | | | | |
| K-3 BASIC WITH ESE | | | | | | | | | 111 |
| 111 | | | | | | | | | |
| 4-8 BASIC WITH ESE | | | | | | | | | .5000 112 |
| 112 | | | | | | | | | |
| 9-12 BASIC WITH ESE | | | | | | | | | 113 |
| 113 | | | | | | | | | |
| MATRIX LEVEL 4 | | | | | | | | | 8.5000 254 |
| 254 | 1.0000 | | | | | | | | |
| MATRIX LEVEL 5 | | | | | | | | | 2.5000 255 |
| 255 | | | | | | | | | |
| GRADE TOTALS | 1.0000 | | | | | | | | 11.5000 |
| **** GRAND TOTAL THIS CATEGORY | | | | | | | | | 11.5000 |
| SCHL GRD TOTAL | 1.0000 | | | | | | | | |
| **** SCHOOL GRAND TOTAL | | | | | | | | | 11.5000 |

I CERTIFY THIS INFORMATION TO BE CORRECT.


(PRINCIPAL'S SIGNATURE)

DATE 10/29/09



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Miami, FL 33055
Phone: 305-623-9631
Fax: 305-623-9621
Mailing Address: PO Box 173470
Hialeah, FL 33017



Visit us on the web: www.sandorwienerschool.org

ATTACHMENT – 3

- Audit report 2007-2008

ASSOCIATION FOR
RETARDED CITIZENS,
SOUTH FLORIDA, INC.

FINANCIAL STATEMENTS
AND ADDITIONAL INFORMATION

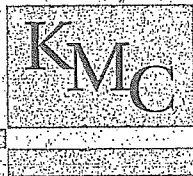
September 30, 2008 and 2007

ASSOCIATION FOR RETARDED CITIZENS,
SOUTH FLORIDA, INC.
FINANCIAL STATEMENTS
AND ADDITIONAL INFORMATION
September 30, 2008 and 2007

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FINANCIAL STATEMENTS



KEEFE, McCULLOUGH & CO., LLP
CERTIFIED PUBLIC ACCOUNTANTS

JOHN R. KEEFE, C.P.A.
STEVEN H. WOODS, C.P.A.
DAVID T. WILLIAMS, C.P.A.
JOSEPH D. LEO, C.P.A.
WILLIAM G. BENSON, C.P.A.
KENNETH G. SMITH, C.P.A.
LOUIS R. PROIETTO, C.P.A.

CYNTHIA L. CALVERT, C.P.A.
ISRAEL J. GOMEZ, C.P.A.
JOHN E. McCULLOUGH, C.P.A. (RETIRED)
THOMAS T. CARPENTER, C.P.A. (RETIRED)
PAUL B. SNEIDER, C.P.A. (RETIRED)
BRIAN D. PINNELL, C.P.A. (RETIRED)

JAMES R. LARAWAY, C.P.A.
HILLARY B. DAIGLE, C.P.A.

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SUITE 410
FORT LAUDERDALE, FLORIDA 33308
(954) 771-0896
FAX: (954) 938-9353
E-MAIL: kmc@kmc CPA.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Association for Retarded Citizens, South Florida, Inc.
Miami, Florida

We have audited the accompanying statements of financial position of the Association for Retarded Citizens, South Florida, Inc. (the "Association") (a not-for-profit organization) as of September 30, 2008 and 2007, and the related statements of activities, functional expenses and cash flows for the years then ended. These financial statements are the responsibility of the Association's management. Our responsibility is to express an opinion on these financial statements based on our audits:

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Association at September 30, 2008 and 2007, and the changes in its net assets and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

In accordance with Government Auditing Standards, we have also issued a report dated March 13, 2009 on our consideration of the Association's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be considered in assessing the results of our audit.

Keefe, McCullough & Co., LLP
KEEFE, McCULLOUGH & CO., LLP

Fort Lauderdale, Florida
March 13, 2009

ASSOCIATION FOR RETARDED CITIZENS,
SOUTH FLORIDA, INC.
STATEMENTS OF FINANCIAL POSITION
September 30, 2008 and 2007

A S S E T S

| | <u>2008</u> | <u>2007</u> |
|--|---------------------|---------------------|
| ASSETS: | | |
| Cash and cash equivalents | \$ 29,869 | \$ - |
| Restricted cash - client funds | 51,659 | 62,853 |
| Grants receivable | 503,551 | 758,636 |
| Unconditional promises to give | 255,000 | 255,000 |
| Accounts receivable, less allowance for uncollectible accounts of \$ 111,068 in 2008 and \$ 101,100 in 2007 | 218,577 | 161,282 |
| Prepaid expenses and other assets | 103,834 | 36,850 |
| Due from affiliate | 307,189 | 205,111 |
| Property and equipment, less accumulated depreciation of \$ 2,432,447 and \$ 2,402,437, respectively | 1,557,157 | 1,610,926 |
| Loan costs, less accumulated amortization of \$ 13,179 and \$ 11,056, respectively | 11,251 | 13,373 |
| Deposits | <u>8,905</u> | <u>8,905</u> |
| Total assets | \$ <u>3,046,992</u> | \$ <u>3,112,936</u> |

L I A B I L I T I E S A N D N E T A S S E T S

| | | |
|----------------------------------|---------------------|---------------------|
| LIABILITIES: | | |
| Accounts payable | \$ 226,929 | \$ 147,480 |
| Client funds payable | 51,659 | 62,853 |
| Accrued expenses | 160,018 | 120,330 |
| Accrued employee leave benefits | 143,732 | 138,204 |
| Deferred revenue | 329,844 | 299,297 |
| Debt | <u>1,407,520</u> | <u>1,382,547</u> |
| Total liabilities | <u>2,319,702</u> | <u>2,150,711</u> |
| NET ASSETS: | | |
| Temporarily restricted | 255,000 | 255,000 |
| Unrestricted | <u>472,290</u> | <u>707,225</u> |
| Total net assets | <u>727,290</u> | <u>962,225</u> |
| Total liabilities and net assets | \$ <u>3,046,992</u> | \$ <u>3,112,936</u> |

The accompanying notes to financial statements are an integral part of these statements.

ASSOCIATION FOR RETARDED CITIZENS,
SOUTH FLORIDA, INC.

STATEMENTS OF ACTIVITIES

For the Years Ended September 30, 2008 and 2007

| | <u>2008</u> | <u>2007</u> |
|---|-------------------|-------------------|
| UNRESTRICTED NET ASSETS: | | |
| Operating revenue and public support: | | |
| Operating revenue | | |
| Net client service revenue | \$ 4,406,731 | \$ 4,461,973 |
| Grants and contracts for Association operations | 2,856,819 | 2,526,670 |
| United Way Services funding released from restriction | 255,000 | 213,750 |
| United way Services funding | 85,000 | 85,000 |
| Other operating revenues | 9,873 | 7,855 |
| Total operating revenue | <u>7,613,423</u> | <u>7,295,248</u> |
| Public support: | | |
| Donated services | 130,302 | 121,872 |
| Fundraising | 118,929 | 105,442 |
| Contributions | 59,027 | 167,733 |
| Donated facility use | - | 12,000 |
| Total public support | <u>308,258</u> | <u>407,047</u> |
| Total operating revenue and public support | <u>7,921,681</u> | <u>7,702,295</u> |
| Expenses: | | |
| Program services, including provisions for depreciation of \$ 141,171 and \$ 142,218, interest expense of \$ 93,154 and \$ 2,406, respectively | 7,289,464 | 7,026,567 |
| General and administrative, including provisions for depreciation of \$ 31,036 and \$ 42,171 and interest expense of \$ 6,549 and \$ 13,122, respectively | 811,318 | 894,041 |
| Fundraising | 59,676 | 65,128 |
| Total expenses | <u>8,160,458</u> | <u>7,985,736</u> |
| Total operating revenue and public support over (under) expenses | <u>(238,777)</u> | <u>(283,441)</u> |
| Nonoperating revenues: | | |
| Miscellaneous income | 177 | 4,559 |
| Interest income | 3,665 | 884 |
| Total nonoperating revenues | <u>3,842</u> | <u>5,443</u> |
| Increase (decrease) in unrestricted net assets | <u>(234,935)</u> | <u>(277,998)</u> |
| TEMPORARILY RESTRICTED NET ASSETS: | | |
| Services funding for the succeeding year | 255,000 | 255,000 |
| Services funding released from restrictions | (255,000) | (213,750) |
| Increase (decrease) in temporarily restricted net assets | <u>-</u> | <u>41,250</u> |
| Change in net assets | <u>(234,935)</u> | <u>(236,748)</u> |
| NET ASSETS, beginning of the year | <u>962,225</u> | <u>1,198,973</u> |
| NET ASSETS, end of the year | <u>\$ 727,290</u> | <u>\$ 962,225</u> |

The accompanying notes to financial statements are an integral part of these statements.

ASSOCIATION FOR RETARDED CITIZENS,
SOUTH FLORIDA, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended September 30, 2008

| | <u>Adult Services</u> | <u>Child Services</u> | <u>Guardianship</u> |
|---|----------------------------|----------------------------|--------------------------|
| EXPENSES: | | | |
| Salaries and other personnel costs | \$ 1,655,793 | \$ 3,517,417 | \$ 200,465 |
| General and administrative | 303,730 | 319,084 | 10,705 |
| Occupancy | 238,917 | 322,244 | 15,773 |
| Direct program purchased goods and services | 40,254 | 273,080 | 2,945 |
| Contributed services | 130,302 | - | - |
| Interest expense | 43,390 | 46,756 | 3,008 |
| Provision for bad debts | - | - | - |
| Dues to Florida Association for Retarded Citizens | 9,346 | 15,084 | - |
| | <u>2,421,732</u> | <u>4,493,665</u> | <u>232,896</u> |
| Total expenses before provision for depreciation | | | |
| Provision for depreciation | <u>65,979</u> | <u>75,192</u> | <u>-</u> |
| Total expenses | \$ <u><u>2,487,711</u></u> | \$ <u><u>4,568,857</u></u> | \$ <u><u>232,896</u></u> |

The accompanying notes to financial statements are an integral part of these statements.

| <u>Total Programs</u> | <u>General and Administration</u> | <u>Fundraising</u> | <u>2008 Total</u> |
|----------------------------|---------------------------------------|-------------------------|----------------------------|
| \$ 5,373,675 | \$ 604,826 | \$ 18,513 | \$ 5,997,014 |
| 633,519 | 65,381 | 15,811 | 714,711 |
| 576,934 | 56,211 | 3,363 | 636,508 |
| 316,279 | 7,042 | 21,989 | 345,310 |
| 130,302 | - | - | 130,302 |
| 93,154 | 6,549 | - | 99,703 |
| - | 38,000 | - | 38,000 |
| <u>24,430</u> | <u>2,273</u> | <u>-</u> | <u>26,703</u> |
| <u>7,148,293</u> | <u>780,282</u> | <u>59,676</u> | <u>7,988,251</u> |
| <u>141,171</u> | <u>31,036</u> | <u>-</u> | <u>172,207</u> |
| \$ <u><u>7,289,464</u></u> | \$ <u><u>811,318</u></u> | \$ <u><u>59,676</u></u> | \$ <u><u>8,160,458</u></u> |

The accompanying notes to financial statements are an integral part of these statements.

ASSOCIATION FOR RETARDED CITIZENS,
SOUTH FLORIDA, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended September 30, 2007

| | <u>Adult Services</u> | <u>Child Services</u> | <u>Guardianship</u> |
|--|---------------------------|---------------------------|-----------------------|
| EXPENSES: | | | |
| Salaries and other personnel costs | \$ 1,440,203 | \$ 3,229,873 | \$ 194,451 |
| General and administrative | 530,551 | 242,494 | 20,544 |
| Occupancy | 286,638 | 295,726 | 18,536 |
| Direct program purchased goods and services | 43,921 | 334,517 | 1,646 |
| Contributed services | 121,872 | 12,000 | - |
| Interest expense | 44,729 | 38,395 | 2,788 |
| Provision for bad debts | - | - | - |
| Dues to Florida Association for Retarded Citizens | <u>14,639</u> | <u>10,093</u> | <u>733</u> |
| Total expenses before provision for depreciation | <u>2,482,553</u> | <u>4,163,098</u> | <u>238,698</u> |
| Provision for depreciation | <u>57,194</u> | <u>85,024</u> | <u>-</u> |
| Total expenses | <u>\$ 2,539,747</u> | <u>\$ 4,248,122</u> | <u>\$ 238,698</u> |

The accompanying notes to financial statements are an integral part of these statements.

| <u>Total Programs</u> | <u>General and Administration</u> | <u>Fundraising</u> | <u>2007 Total</u> |
|----------------------------|---------------------------------------|-------------------------|----------------------------|
| \$ 4,864,527 | \$ 598,632 | \$ 15,168 | \$ 5,478,327 |
| 793,589 | 92,616 | 13,615 | 899,820 |
| 600,900 | 56,798 | 12,150 | 669,848 |
| 380,084 | 11,436 | 24,195 | 415,715 |
| 133,872 | - | - | 133,872 |
| 85,912 | 13,122 | - | 99,034 |
| - | 75,500 | - | 75,500 |
| <u>25,465</u> | <u>3,766</u> | <u>-</u> | <u>29,231</u> |
| <u>6,884,349</u> | <u>851,870</u> | <u>65,128</u> | <u>7,801,347</u> |
| <u>142,218</u> | <u>42,171</u> | <u>-</u> | <u>184,389</u> |
| \$ <u><u>7,026,567</u></u> | \$ <u><u>894,041</u></u> | \$ <u><u>65,128</u></u> | \$ <u><u>7,985,736</u></u> |

The accompanying notes to financial statements are an integral part of these statements.

ASSOCIATION FOR RETARDED CITIZENS,
SOUTH FLORIDA, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended September 30, 2008 and 2007

| | 2008 | 2007 |
|--|--------------|--------------|
| CASH FLOWS FROM OPERATING ACTIVITIES: | | |
| Change in net assets | \$ (234,935) | \$ (236,748) |
| Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities: | | |
| Provisions for depreciation and amortization | 175,006 | 186,795 |
| Provisions for bad debts | 9,968 | 25,400 |
| Changes in assets and liabilities: | | |
| (Increase) decrease in restricted cash - client funds | 11,194 | 14,444 |
| (Increase) decrease in grants receivable | 255,085 | (272,069) |
| (Increase) decrease in unconditional promises to give | - | (41,250) |
| (Increase) decrease in accounts receivable | (67,263) | 36,362 |
| (Increase) decrease in prepaid expenses and other assets | (66,984) | (2,537) |
| (Increase) decrease in due from affiliate | (102,078) | (75,698) |
| (Increase) decrease in deposits | - | (6,600) |
| Increase (decrease) in accounts payable | 79,449 | 26,560 |
| Increase (decrease) in client funds payable | (11,194) | (14,444) |
| Increase (decrease) in accrued expenses | 39,688 | (16,729) |
| Increase (decrease) in accrued employee leave benefits | 5,528 | 7,642 |
| Increase (decrease) in deferred revenue | 30,547 | 129,550 |
| | 124,011 | (239,322) |
| CASH FLOWS FROM INVESTING ACTIVITIES: | | |
| Payments for purchases of property and equipment | (119,115) | (83,577) |
| Proceeds from disposition of investments | - | 12,273 |
| | (119,115) | (71,304) |
| CASH FLOWS FROM FINANCING ACTIVITIES: | | |
| Proceeds from debt | 699,657 | 1,421,200 |
| Payments on debt | (674,684) | (1,215,453) |
| | 24,973 | 205,747 |
| Net cash provided by financing activities | 24,973 | 205,747 |
| Net change in cash | 29,869 | (104,879) |
| CASH AND CASH EQUIVALENTS, beginning of the year | - | 104,879 |
| CASH AND CASH EQUIVALENTS, end of the year | \$ 29,869 | \$ - |

The accompanying notes to financial statements are an integral part of these statements.

ASSOCIATION FOR RETARDED CITIZENS,
SOUTH FLORIDA, INC.
NOTES TO FINANCIAL STATEMENTS
September 30, 2008 and 2007

NOTE 1 - ORGANIZATION AND OPERATIONS

The Association for Retarded Citizens, South Florida, Inc. (the "Association") is a nonprofit charitable organization. The primary purpose of the Association is to provide advocacy for the human rights and welfare for persons with developmental disabilities in South Florida. The Association also provides direct services to persons with developmental disabilities where such services are unavailable or are in short supply in the community. Such services include:

Adult Services - A training, counseling and recreational program focusing on self-help skills, community living, vocational ability and motor skills for lower functioning adults.

Child Services - An early intervention program for children with developmental delays (between six weeks and three years of age), including educational services with speech, occupational and physical therapies.

Group Homes - Residential facilities providing a family-style setting as an alternative to an institutional, restricted atmosphere for duly diagnosed retarded persons.

Guardianship - The Association provides legal guardianship services for individuals with mental retardation under an appointment by the Dade County Courts.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation:

Financial statement presentation follows the recommendation of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, Financial Statements of Not-for-Profit Organizations. Under SFAS No. 117, the Association is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Restricted and unrestricted revenue and support:

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Noncash contributions are recorded at their fair value on the date received.

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities as net assets released from restriction. The Association had no permanently restricted net assets as of September 30, 2008 and 2007.

ASSOCIATION FOR RETARDED CITIZENS,
SOUTH FLORIDA, INC.
NOTES TO FINANCIAL STATEMENTS
September 30, 2008 and 2007

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Temporarily restricted net assets were as follows as of September 30, 2008 and 2007.

| | 2008 | 2007 |
|---|--------------------------|--------------------------|
| Unconditional promises to give: | | |
| Restricted for succeeding year activities | \$ <u>255,000</u> | \$ <u>255,000</u> |
| Total | \$ <u><u>255,000</u></u> | \$ <u><u>255,000</u></u> |

Promises to give:

Unconditional promises to give are recognized as revenues or gains in the period received and as assets, decreases in liabilities, or expenses depending on the form of the benefits received. Conditional promises to give are recognized when the conditions on which they depend are substantially met. The promises to give as of September 30, 2008 and 2007, are unconditional and due within the current accounting period. Uncollectible promises to give are expected to be insignificant based on historical experience and no allowance for uncollectible promises to give is considered necessary. The Association had no conditional promises to give as of September 30, 2008 and 2007.

Property and equipment:

Property and equipment are carried at cost if purchased or, if donated, at fair value on the date of donation, less allowances for depreciation. The Association follows the policy of providing for depreciation using the straight-line method over the estimated useful life of each type of asset which are as follows:

| | |
|----------------------------|-------------|
| Buildings and improvements | 25-40 years |
| Automotive equipment | 3 years |
| Furniture and equipment | 3-10 years |

Donations of property and equipment are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Without donor stipulations regarding how long donated assets must be maintained, the Association reports expirations of donor restrictions when the donated assets are placed in service, reclassifying temporarily restricted net assets to unrestricted net assets at that time.

Maintenance and repairs to property and equipment are charged to expense when incurred. Additions and major renewals are capitalized.

Loan costs:

Loan costs are amortized over the term of the loans on a straight-line basis. Amortization on loan costs amounted to \$ 2,123 and \$ 2,406 for the years ended September 30, 2008 and 2007, respectively.

ASSOCIATION FOR RETARDED CITIZENS,
SOUTH FLORIDA, INC.
NOTES TO FINANCIAL STATEMENTS
September 30, 2008 and 2007

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Donated services, facility use and contributed property:

The Association pays for most services requiring specific expertise. However, a number of other volunteers have donated significant amounts of their time. Because of the difficulty in determining the number of hours for such services, those items are not disclosed in the accompanying financial statements. However, when the value of donated services requires specific expertise, they are reflected in the financial statements as revenue and expenses at their fair value. For the year ended September 30, 2008 and 2007, the Association recorded \$ 130,302 and \$ 121,872, respectively, in donated educational services which related to its Adult Services Program. The Association also recorded \$ 12,000 as the fair value of facility use which related to its Child Services Program in 2007.

Revenue recognition:

Client service revenue is recognized when the services are provided. Amounts received but unearned are recorded as deferred revenue. Grant and contract revenue is recognized when the allowable costs as defined by the individual grants or contracts are incurred.

Functional expenses:

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of activities and in the statements of functional expenses. Accordingly, certain costs have been allocated over the program and supporting services benefitted.

Income Taxes:

The Association is a not-for-profit organization, exempt from tax under Internal Revenue Code 501(c)(3), therefore, no tax provision has been made in the accompanying financial statements.

Joint costs of fundraising appeals:

The Association utilizes various pamphlets, brochures, and informational methods to inform the general public of their activities and to solicit funds. These costs are charged to fundraising.

Cash and cash equivalents:

The Association considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

The Association occasionally maintains cash balances with financial institutions which exceed federally insured amounts.

ASSOCIATION FOR RETARDED CITIZENS,
SOUTH FLORIDA, INC.
NOTES TO FINANCIAL STATEMENTS
September 30, 2008 and 2007

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Allowance for doubtful accounts:

Management periodically reviews the accounts receivable balance and provides an allowance for accounts which may be uncollectible. At September 30, 2008 and 2007, management has provided for an allowance for doubtful accounts of \$ 111,068 and \$ 101,100, respectively.

Use of estimates:

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 3 - CAPITAL ASSETS

The following is a schedule of property and equipment at September 30, 2008 and 2007.

| | <u>2008</u> | <u>2007</u> |
|-------------------------------|----------------------------|----------------------------|
| Building and improvements | \$ 2,041,860 | \$ 2,041,860 |
| Automotive equipment | 728,822 | 777,829 |
| Furniture and equipment | 710,934 | 685,685 |
| | <u>3,481,616</u> | <u>3,505,374</u> |
| Less accumulated depreciation | 2,432,447 | 2,402,436 |
| | <u>1,049,169</u> | <u>1,102,938</u> |
| Land | 507,988 | 507,988 |
| | <u><u>\$ 1,557,157</u></u> | <u><u>\$ 1,610,926</u></u> |

NOTE 4 - GRANTS AND GOVERNMENTAL CONTRACTS FOR ASSOCIATION OPERATIONS

Funding agreements for services to be provided are entered into on an annual basis. The release of funds are subject to monies being made available by the federal government, Florida legislature, and other contracting agencies. Certain of these agreements may be terminated by either party with thirty days written notice.

Program expenditures made by the Association are subject to additional audit by grantor agencies. As a result of such audits, the grantor may require that amounts be returned. In certain instances, the grantor may increase its grant of funds to the Association to offset amounts which would otherwise be repayable based on audits.

In accordance with OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations and the Florida Single Audit Act, the Association is required to perform single audits when the required threshold of \$ 500,000 in grant expenditures from either source is exceeded. Accordingly, it is not subject to an audit in accordance with the provisions of the Florida Single Audit Act or OMB Circular A-133 for Federal awards and state financial assistance.

ASSOCIATION FOR RETARDED CITIZENS,
SOUTH FLORIDA, INC.
NOTES TO FINANCIAL STATEMENTS
September 30, 2008 and 2007

NOTE 5 - DEBT

Debt at September 30, 2008 and 2007, consisted of the following:

| | <u>2008</u> | <u>2007</u> |
|--|-------------|-------------|
| Mortgage payable to bank in monthly installments of \$ 5,556, including interest at a fixed rate of 6.75% until October 2013, at which time the remaining principal balance of \$ 487,374 is due. The note is collateralized by real property located at 5555 Biscayne Boulevard, Miami, Florida. | \$ 626,033 | \$ 648,884 |
| Revolving line of credit, bearing interest at one half percent above the prime rate (7.75% at September 30, 2008), payable in monthly installments of interest originally through August 2008. The revolving line was subsequently renewed in October 2008 with interest payable in monthly installments of .50% above the prime rate through October 2009 when all interest and principal are due. The maximum amount of borrowings outstanding may not exceed \$ 500,000. The note is collateralized by certain accounts receivable, property and equipment. | 496,247 | 483,247 |
| Mortgage note payable to a bank in monthly installments of \$ 1,488, including interest at a fixed rate of 8.50% and maturing in February 2018. The note is collateralized by real property located at 712 S.W. Krome Terrace, Homestead, Florida. | 114,988 | 122,414 |
| Note payable to a bank, including interest at a fixed rate of 8.40% and originally maturing in August 2008. The past due balance of \$ 60,000 was renegotiated in October, 2008; the terms of which included an extension of the due date to December 2008 and revised interest rate of 9.75% and this balance was paid in full in January 2009. The note is collateralized by certain accounts receivable, property and equipment. | 60,000 | -- |
| Loan payables to State of Florida, the proceeds from which were utilized for the purchase of two vehicles. Each year, the State intends to forgive one-fifth of the principal balance providing the vehicles have been used for the purposes prescribed. The loan is noninterest bearing. The loan is collateralized by the real property with a net book value of 71,358. | 47,885 | -- |

ASSOCIATION FOR RETARDED CITIZENS,
SOUTH FLORIDA, INC.
NOTES TO FINANCIAL STATEMENTS
September 30, 2008 and 2007

NOTE 5 - DEBT (continued)

| | 2008 | 2007 |
|---|------------|------------|
| Mortgage note payable to a bank in monthly installments of \$ 916, including fluctuating interest at 3.25% over the one-year Treasury Index, adjusted annually (1.78% at September 30, 2008) and maturing in February 2012. The note is collateralized by real property located at 10810 S.W. 145th Place; Miami, Florida. | 31,539 | 40,492 |
| Mortgage note payable to a bank in monthly installments of \$ 1,205, including fluctuating interest at 2.50% over the one-year Treasury Index, adjusted annually (1.78% at September 30, 2008) and maturing in February, 2012. The note is collateralized by real property located at 15023 S.W. 149th Court, Miami, Florida. | 20,057 | 33,627 |
| Note payable to a bank in monthly installments of \$ 516, including interest at a fixed rate of 6.9% and maturing in March 2010. This note is collateralized by certain automotive equipment. | 8,783 | 14,154 |
| Note payable to a bank in monthly installments of \$ 502, including interest at a fixed rate of 5.25% and maturing in February 2009. The note is collateralized by certain automotive equipment. | 1,988 | 8,203 |
| Note payable to a bank in monthly installments of \$ 3,120, including interest at a fixed rate of 7.60% and matured in July 2008. The note was collateralized by certain accounts receivable, property and equipment. | -- | 30,095 |
| Installment contract payable to State of Florida at \$ 464 per month, including interest at 8.25%, through May 2002, and at lesser amounts thereafter until January 2008. These obligations are collateralized by certain real property. | -- | 1,431 |
| | 1,407,520 | 1,382,547 |
| Less current portion | 633,530 | 578,882 |
| | \$ 773,990 | \$ 803,665 |

ASSOCIATION FOR RETARDED CITIZENS,
SOUTH FLORIDA, INC.
NOTES TO FINANCIAL STATEMENTS
September 30, 2008 and 2007

NOTE 5 - DEBT (continued)

Future debt principal payments in the aggregate are approximately as follows:

| <u>Year ending September 30</u> | <u>2008</u> | <u>2007</u> |
|-------------------------------------|-------------|-------------|
| 2008 | \$ -- | \$ 578,900 |
| 2009 | \$ 633,500 | \$ 66,300 |
| 2010 | \$ 68,400 | \$ 57,300 |
| 2011 | \$ 62,000 | \$ 49,800 |
| 2012 | \$ 54,000 | \$ 42,000 |
| 2013 | \$ 45,200 | \$ 45,200 |
| Thereafter | \$ 544,400 | \$ 543,100 |

NOTE 6 - LEASE COMMITMENT

The Association leases operating space for a monthly rental payment of \$ 2,500, with a \$ 5,000 annual increase every two years, until the lease expires in February, 2010. The lease contains the right to terminate with a 90-day written notice. The lease contains a renewal for two additional five-year options under the same terms and conditions, except the rental amount to be negotiated. The Association also leases space for a monthly rental payment of approximately \$ 6,600, until the lease expires in June 2010. This lease contains a two-year renewal option. The Association also leases storage space on a month-to-month basis of \$ 200 per month. Rent expense approximated \$ 204,300 and \$ 200,000 for the years ended September 30, 2008 and 2007, respectively.

Approximate future minimum lease payments required for these leases as of September 30, 2008 are as follows:

| <u>Year ending September 30</u> | |
|-------------------------------------|------------|
| 2009 | \$ 119,200 |
| 2010 | \$ 69,467 |
| Thereafter | \$ NONE |

NOTE 7 - EMPLOYEE BENEFIT PLAN

The Association offers all employees a tax sheltered annuity under Internal Revenue Code Section 403(b). The employee is allowed to contribute up to a maximum of 20% of their annual gross wages, subject to certain limitations. No contributions are made by the Association to this plan.

ASSOCIATION FOR RETARDED CITIZENS,
SOUTH FLORIDA, INC.
NOTES TO FINANCIAL STATEMENTS
September 30, 2008 and 2007

NOTE 8 - RELATED PARTY AND AFFILIATES

The Association has a financial relationship with another Not-For-Profit Organization named Guardianship and Case Management Services, Inc. (GCMS). This Organization is appointed by the probate court as guardian for certain individuals in the community and acts as a trustee for other individuals. The staff of the Association performs the service necessary to meet the needs of these individuals and the fees from GCMS are recognized by the Association as service revenue.

The Association is related to Sandor Wiener School of Opportunity, Inc. (the Schools) through common board members and management. During the year, the Association paid various expenses on behalf of the Schools related to employee benefits, rent, and certain other operating expenses of the Schools as they were incurred. Total employee benefits attributable to this transaction totaled approximately \$ 65,422 and \$ 71,184 as of September 30, 2008 and 2007, respectively. Amount still due to the Association in connection with these expenses as of September 30, 2008 and 2007 is \$ 307,189 and \$ 205,111, respectively.

NOTE 9 - SUPPLEMENTAL CASH FLOW INFORMATION

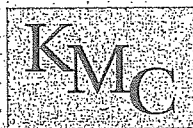
Supplemental Disclosure of Other Cash Flow Information:

| | <u>2008</u> | <u>2007</u> |
|---|-------------|-------------|
| Cash received during the year for - Interest | \$ 3,665 | \$ 884 |
| Cash paid during the year for - Interest | \$ 99,704 | \$ 99,034 |

NOTE 10 - SUBSEQUENT EVENT

Subsequent to year end, the credit line was renewed through October 2009 (Note 4). In addition, the \$ 60,000 note payable was renewed through December 2008 (Note 4) and was paid in full in January 2009.

COMPLIANCE AND
INTERNAL CONTROLS



KEEFE, MCCULLOUGH & CO., LLP
CERTIFIED PUBLIC ACCOUNTANTS

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ISRAEL J. GOMEZ, C.P.A.
JOHN E. MCCULLOUGH, C.P.A. (RETIRED)
THOMAS T. CARPENTER, C.P.A. (RETIRED)
PAUL B. SNEIDER, C.P.A. (RETIRED)
BRIAN D. PINNELL, C.P.A. (RETIRED)

JAMES R. LARAWAY, C.P.A.
HILLARY B. DAIGLE, C.P.A.

ROSS S. GOTTHOFFER, C.P.A.
SAMUEL RAMIREZ, C.P.A.

6550 NORTH FEDERAL HIGHWAY
SUITE 410
FORT LAUDERDALE, FLORIDA 33308
(954) 771-0896
FAX: (954) 938-9353
E-MAIL: kmc@kincpa.com

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors
Association for Retarded Citizens, South Florida, Inc.
Miami, Florida

We have audited the financial statements of the Association for Retarded Citizens, South Florida, Inc. (a not-for-profit organization) as of and for the year ended September 30, 2008, and have issued our report thereon dated March 13, 2009. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Association for Retarded Citizens, South Florida, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Association for Retarded Citizens, South Florida, Inc.'s internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Association's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the organization's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles, such that there is more than a remote likelihood that a misstatement of the organization's financial statements that is more than inconsequential will not be prevented or detected by the organization's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the Organization's internal control.

Association for Retarded Citizens, South Florida, Inc.

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in the internal control that might be significant deficiencies and, accordingly, would not necessarily disclose all significant deficiencies that are also considered to be material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Association for Retarded Citizens, South Florida, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

We noted certain matters that we reported to management of the Association for Retarded Citizens, South Florida, Inc. in a separate letter dated March 13, 2009.

This report is intended solely for the use of the Board of Directors, management, audit committee, Federal and state awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than those specified parties.


KEEFE, McCULLOUGH & CO., LLP

Fort Lauderdale, Florida
March 13, 2009

ATTACHMENT – 4

- Board Resolution
North and South Campus
11/10/2009



Association for Retarded Citizens, South Florida
5555 Biscayne Boulevard * P.O. Box 371333 * Miami, Florida 33137-1333
Telephone (305) 759-8500 * Fax (305) 754-9223 * www.arcsfla.org

ASSOCIATION FOR RETARDED CITIZENS SOUTH FLORIDA

BOARD RESOLUTION

WHEREAS, The Association for Retarded Citizens South Florida(ARC) a not for profit (501C3) corporation has been providing advocacy and services for individuals with developmental disabilities for over 50 years in Miami-Dade County community, and

WHEREAS, ARC developed and sponsored the Sandor Wiener School of Opportunity, Inc North campus to provide an educational option for students with disabilities, and

WHEREAS, ARC is entitled to receive funding from Sandor Wiener School for administrative services performed, and

WHEREAS, Sandor Wiener School of Opportunity, Inc. North campus is still becoming financially stable, and

WHEREAS, Sandor Wiener has paid ARC a significant amount of administrative fees owed to ARC from past years, and

NOW, THEREFORE BE IT RESOLVED THAT, ARC continues its commitment and support to Sandor Wiener School, Inc. North campus and agrees not to collect fully on current indebtedness until the school is more financially solvent. This resolution is to be reviewed in 12 months.

The Board of ARC will consider the recommendation of MDCPS in creating an MOU/ Memo of Understanding.

Approved by ARC Board of Directors at the regularly scheduled meeting of the Board of Directors and signed this 10th day of November 2009.

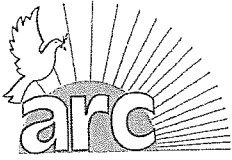

Paul Sweeney, Secretary


Michael Messer, CEO/President

"A FULL CYCLE OF LIFE AGENCY"
IN PART SPONSORED BY



Member of Association for Retarded Citizens, Florida and The Arc



Association for Retarded Citizens, South Florida
5555 Biscayne Boulevard * P.O. Box 371333 * Miami, Florida 33137-1333
Telephone (305) 759-8500 * Fax (305) 754-9223 * www.arcsofla.org

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BOARD RESOLUTION

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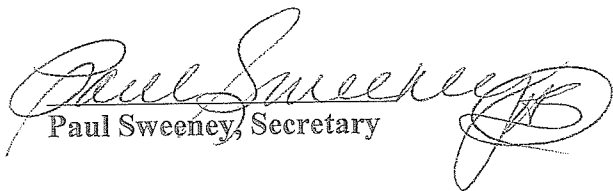
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The Board of ARC will consider the recommendation of MDCPS in creating an MOU/ Memo of Understanding.

Approved by ARC Board of Directors at the regularly scheduled meeting of the Board of Directors and signed this 10th day of November 2009.


Paul Sweeney, Secretary


Michael Messer, CEO/President

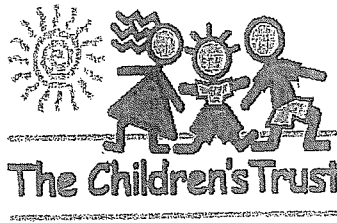
*"A FULL CYCLE OF LIFE AGENCY"
IN PART SPONSORED BY*



Member of Association for Retarded Citizens, Florida and The Arc

ATTACHMENT – 5

- The Children's Trust contract # 910-155



COPY

Officers/Executive Committee

July 17, 2009

Maria A. Alonso
Chair
Chet Zerlin
Vice Chair
Josee Gregoire
Secretary
Hon. Isaac Salver
Treasurer

Michael Messer
Sandor Wiener School of Opportunities
5555 Biscayne Boulevard,
Suite 10
Miami, Florida 33137

Isabel Afanador, Chair
Program Services
Dr. Rosa Martin, Chair Health
David Williams Jr., Chair
Procurement
Dr. Gina Cortes-Suarez, Chair
Human Resources
Hon. Barbara Jordan, At-Large
Dr. Miguel Balsera, At-Large

RE: Out-of-School Contract #910-155

JUL 26 09 1:45 PM

Dear Mr. Messer:

The Children's Trust is issuing this Service Authorization to permit Sandor Wiener School of Opportunities to provide after-school and/or summer camp services beginning August 1, 2009. This service authorization will expire on October 14, 2009 or when the contract is executed, whichever comes first. If we had more time we wouldn't need service authorizations, but contracts often take longer to negotiate than we'd like, given that providers are busy operating programs and Trust staff is performing many other duties.

The Board of Directors

Yvette Aleman
Karen Aronowitz
Marie Bass
I. Bierman
Tanzania Burnett
George M. Burgess
Dr. Kingsley Banya
Alberto M. Carvalho
Jacqui Colyer
Bill Diggs
Dr. Thresia B. Gambon
Luis A. Gazitua
Benjamin F. Gilbert, Jr.
Mindy Gould
Dr. Nora Hernandez-Hendrix
Antoinette JG Hill
Dr. Silvia La Villa
Dr. Martin Karp
Hon. Lester Langer
Pamela Lillard
Dr. Isaac Prilleltensky
Rep. Yolly Roberson
Evelio Torres

The 2009-2010 contract will be for the service period August 1, 2009 to July 31, 2010. Please submit all documents requested by the dates established by your Contract Manager in order to execute the contract by not later than September 14, 2009. In the unusual circumstance that the contract is not executed by September 14, 2009, then The Children's Trust will cease payment on this contract, but will also expect that performance will continue until October 14, 2009, during which you agree in advance to meet with me or my designee, in order to execute the contract. If we can't get this done, then we mutually agree now to terminate our business relationship on October 14, 2009, and The Children's Trust will pay for all services properly invoiced and rendered during that period. I hope that nothing of this sort will happen, but I am insistent that both staff and providers know how critical it is to get annual contracts executed to avoid operating on service authorizations.

During the period of time covered by this Service Authorization letter, Sandor Wiener School of Opportunities must comply with all requirements in the Core Contract and all relevant attachments as emailed to your agency and/or available on The Children's Trust's website (www.thechildrenstrust.org); provide program activities in accordance with your draft Scope of Services; and complete all outcome assessments and satisfaction surveys and submit all reports and data according to the contract requirements and due dates.

David Lawrence Jr.
Founding Chair

Modesto E. Abety
President & CEO

Additionally, commencing August 1, 2009, the agency is authorized to incur allowable expenses up to the funding award of \$374,698.00 in accordance with the line item categories, justifications and calculations that are reflected in the approved preliminary budget until such time that the contract budget has been finalized. The final negotiated contract amount may be less than or equal to the funding award referenced.

County Attorney's Office
Legal Counsel

Please sign and return this Service Authorization within ten days. If you have any questions about the contract process, please contact your Contract Manager, Donald P. Loutsch via email at donald@thechildrenstrust.org or by telephone to (305) 571-5700.

We look forward to our continued relationship with you, working on behalf of the children and families of Miami-Dade County.

Sincerely,

Modesto E. Abety
President/CEO

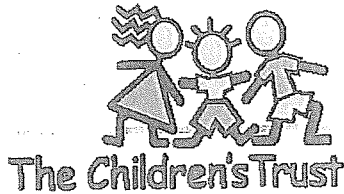
I agree to the terms and conditions described in this Service Authorization.


Signature of Authorized Representative

Michael Messer
Print Name

7/24/09
Date

cc: Contract file



Officers/Executive Committee

Maria A. Alonso
Chair
Chet J. Zerlin
Vice Chair
Josee Gregoire
Secretary
Hon. Isaac Salver
Treasurer

Isabel Afanador, Chair
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Dr. Martin Karp
Pamela Lillard
Hon. Orlando A. Prescott
Dr. Isaac Prilleltensky
Rep. Yolly Roberson
Evelio Torres

David Lawrence Jr.
Founding Chair

Modesto E. Abety
President & CEO

County Attorney's Office
Legal Counsel

September 16, 2009

Michael Messer
Sandor Wiener School of Opportunity, Inc.
5555 Biscayne Boulevard,
Suite 10
Miami, Florida 33137

RE: Out-Of-School Programs
Contracts # 910-155

Dear Mr. Messer:

Enclosed is the executed Out-of-School contract for your records. If you need any further assistance please do not hesitate to contact me at you earliest convenience via email at donald@thechildrenstrust.org or by telephone to 305-571-5700 ext. 255.

We appreciate your commitment and look forward to continuing to work with you and your agency in providing much need services to the families and children of this community.

Respectfully,

Donald P. Loutsch
Contract Manager

Attachment

**CONTRACT NO. 910-155
BETWEEN THE CHILDREN'S TRUST
AND SANDOR WIENER SCHOOL OF OPPORTUNITY, INC.
FOR OUT-OF-SCHOOL FY 2009-10**

THIS CONTRACT, made and entered into by and between The Children's Trust whose address is 3150 S.W. 3rd Avenue, 8th Floor, Miami, Florida 33129 and **Sandor Wiener School of Opportunity, Inc.** hereinafter referred to as the "Provider" whose address is 5555 Biscayne, Boulevard, Suite 10, , Miami, Florida 33137, states the conditions and covenants for the rendering of services to children and families (hereafter referred to as "Services") for The Children's Trust.

In consideration of the mutual covenants herein, The Children's Trust and the Provider (sometimes hereafter referred to as "**Parties**") agree as follows:

A. EFFECTIVE TERM

The effective term of this Contract shall be from August 1, 2009 through July 31, 2010, subject to funding availability and Provider's performance.

B. TERMS OF RENEWAL, if applicable

In the sole discretion of The Children's Trust, this Contract may be renewed twice and with the acknowledgement of the Provider. Renewal may not exceed a term equal to the term of the initial contract, for a total maximum of three (3) terms. In considering the exercise of any contract renewal, The Children's Trust in its sole discretion will consider, but is not limited to, the following:

1. Provider meeting the performance requirements specified in this Contract.
2. Continued demonstrated and documented need for the services funded.
3. Program performance, fiscal performance and compliance by the Provider that is deemed satisfactory in The Children's Trust's sole discretion.
4. The availability of funds from The Children's Trust. The Children's Trust is prohibited from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the contract.
5. If applicable, The Children's Trust in its sole discretion will initiate re-negotiation of this Contract before the contract term expires.

C. SCOPE OF SERVICES

1. Provider agrees to render services in accordance with the Scope of Services, Attachment A, to this Contract. Provider shall implement the Scope of Services, Attachment A, in a manner deemed satisfactory to The Children's Trust. Any modification to the Scope of Services shall not be effective until approved, in writing, by The Children's Trust and the Provider.
2. The Scope of Services' activities and performance measures, as well as other complete and accurate data and programming information, will be used in the evaluation of the Provider's overall performance.
3. Provider agrees that all funding provided by The Children's Trust, pursuant to this Contract will be used exclusively for Services in and for the benefit of Miami-Dade County residents.

D. TOTAL FUNDING

Subject to the availability of funds, the maximum amount payable for Services rendered under this Contract shall not exceed **\$347,698**. The Parties agree that should available funding to The Children's Trust be reduced, the amount payable under this Contract may be reduced at the sole option of The Children's Trust. Provider agrees to adhere to the Budget and Method of Payment outlined in Attachment B to this Contract.

E. FISCAL MANAGEMENT

1. Double Billing and Payments

Provider costs or earnings claimed under this Contract may not also be claimed under another contract or grant from The Children's Trust or from any other agency. Any claim for double payment by Provider shall be a material breach of this Contract.

2. No Supplanting of Existing Public Funds

The Children's Trust funding may not be used by any provider as a substitute for existing resources or for resources that would otherwise be available for children's services, or to replace funding previously provided by and currently available from local and state funding sources for the same purpose. Government agencies must certify that they have maintained their previous funding level when applying for additional funding from The Children's Trust. A violation of this section shall be considered a material breach of this Contract.

3. Capital Equipment

Capital equipment is included in the definition of "property" under Florida Statutes, Chapter 274, and Florida Administrative Code, Section 69I-73.001, and is defined for purposes of this Contract as individual items with a value of \$1,000 or greater which have a life expectancy of more than one year. Capital equipment purchased with The Children's Trust funds by Provider become assets of The Children's Trust; are intended for The Children's Trust funded programs; are owned by The Children's Trust; and must be tagged at the time of purchase as an asset of The Children's Trust. The Children's Trust will work with Provider to tag the asset and receive all information regarding the capital equipment. Provider must maintain a record of any capital equipment purchased with funds provided by The Children's Trust. When Provider is no longer funded by The Children's Trust, the equipment will be returned to The Children's Trust for use by another funded program unless it is fully depreciated. Provider must initiate return of such capital equipment to The Children's Trust. Ownership of capital equipment will be transferred to Provider and removed from The Children's Trust's fixed asset system when the capital equipment is fully depreciated and in the possession of Provider.

4. Assignments and Subcontracts

Neither Provider nor The Children's Trust shall assign this Contract to another party. Provider shall not subcontract any Services contemplated under this Contract without prior written approval of The Children's Trust. Provider shall incorporate appropriate language from The Children's Trust contract into its subcontracts and shall require that all subcontractors providing services shall be governed by the terms and conditions of this contract. Provider shall submit a copy of said agreement to The Children's Trust within 30 days of its execution. All sub-contracted providers must agree to be monitored by or on behalf of The Children's Trust in the same manner as Provider under the terms of this contract. Provider and Subcontractor must be qualified to do business in the state of Florida.

Provider shall be responsible for all services performed and all expenses incurred with this Contract, including services provided and expenses incurred by any and all subcontractors. It is understood by Provider that The Children's Trust shall not be liable to a subcontractor for any expenses or liabilities incurred under any subcontract and Provider shall be solely liable under the subcontract. Provider agrees, at Provider's sole expense, to hold harmless and defend The Children's Trust against any such claims, demands or actions related to any subcontract.

In no event shall The Children's Trust directly provide funds to any subcontractor. All payments to any authorized subcontractor shall be paid directly by Provider to the subcontractor.

5. Religious Purposes

Organizations and their faith-based community partners shall not use funds provided under this Contract to support inherently religious activities, such as religious instruction, worship, or proselytization.

6. Lobbying

Provider shall not use any funds provided under this Contract or any other funds provided by The Children's Trust for lobbying any federal, state or local government or legislators.

7. Adverse Action or Proceeding

Provider shall not utilize the funds provided under this Contract or any other funds provided by The Children's Trust to retain any legal counsel for any action or proceeding against The Children's Trust or any of its agents, employees or officials.

F. INDEMNIFICATION BY PROVIDER

1. Government Entity

Subject to the limitations and sovereign immunity provisions of Florida Statute, Sec. 768.28, Provider shall indemnify and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by Provider or its employees, agents, servants, partners, principals or subcontractors.

Subject to the limitations and sovereign immunity provisions of Florida Statutes, Sec. 768.28, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon.

2. All Other Providers

Provider shall indemnify and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which The Children's Trust or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners, principals or sub contractors, except to the extent arising from The Children's Trust's willful or wanton acts or omissions, or those of its employees or principals.

To the extent arising from a liability that is covered by the foregoing indemnification, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend The Children's Trust or its officers, employees, agents as herein provided.

The provisions of this section on indemnification shall survive the expiration or termination of this Contract.

G. COPYRIGHTS AND RIGHT TO DATA/MATERIALS

Where activities supported by this Contract produce original writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature, The Children's Trust has a license to reasonably use, duplicate and disclose such materials in whole or in part in a manner consistent with the purposes and terms of this Contract, and to have others acting on behalf of The Children's Trust to do so, provided that such use does not compromise the validity of any copyright, trademark or patent. If the data/materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the Provider or with any applicable third party who has licensed or otherwise permitted the Provider to use the same. Provider agrees to allow The Children's Trust and others acting on behalf of The Children's Trust to have reasonable use of the same consistent with the purposes and terms of this Contract, at no cost to The Children's Trust, provided that such use does not compromise the validity of such copyright, trademark or patent.

H. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY

The Parties understand that this Contract is subject to the provisions, limitations and exceptions of Chapter 119, Florida Statutes, regarding public records. Accordingly to the extent permitted by Chapter 119, Florida Statutes, the Provider retains sole ownership of intellectual property developed under this Contract. It is the responsibility of the Provider to pay all required licensing fees if intellectual property owned by other parties is incorporated by the Provider into the services required under this Contract. Such licensing should be in the exclusive name of the Provider. Payment for any such licensing fees or costs arising from the use of others' intellectual property shall be at the expense of the Provider.

As applicable under Fla. Stat. Section 768.28, and to the extent permitted by and within the limitations of Fla. Stat. Section 768.28, the Parties shall indemnify and hold each other harmless from liability of any nature or kind, including costs and expenses for or on account of third party allegations that use of any intellectual property owned by the third party and provided, manufactured or used by the indemnifying Party in the performance of this Contract violates the intellectual property rights of that third party.

I. BREACH OF CONTRACT AND REMEDIES

1. Breach

A material breach by the Provider shall have occurred under this Contract if the Provider through action or omission causes any of the following:

- a. Fails to provide the Services outlined in the scope of services (Attachment A) within the effective term of this Contract;
- b. Fails to correct an imminent safety concern or take acceptable corrective action;
- c. Ineffectively or improperly uses The Children's Trust funds allocated under this Contract;
- d. Does not furnish the certificates of insurance required by this Contract or as determined by The Children's Trust;
- e. Does not meet or satisfy the conditions of award required by this Contract;
- f. Fails to submit or submits incorrect or incomplete proof of expenditures to support disbursement requests or advance funding disbursements, or fails to submit or submits incomplete or incorrect detailed reports of requests for payment, expenditures or final expenditure reports;
- g. Does not submit or submits incomplete or incorrect required reports pursuant to the scope of Services in this Contract;
- h. Refuses to allow The Children's Trust access to records or refuses to allow The Children's Trust to monitor, evaluate and review the Provider's program, including required client data;
- i. Fails to comply with child abuse and incident reporting requirements;
- j. Attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement;
- k. Fails to correct deficiencies found during a monitoring, evaluation or review within a specified reasonable time;
- l. Fails to meet the terms and conditions of any obligation or repayment schedule to The Children's Trust or any of its agencies;
- m. Fails to maintain the confidentiality of client files, pursuant to Florida and federal laws;
- n. Fails to fulfill in a timely and proper manner any and all of its obligations, covenants, contracts and stipulations in this Contract;
- o. Fails to comply with Background Screening, as required under this Contract.

Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

2. Remedies

If the Provider breaches this Contract, and fails to cure such breach within thirty (30) days after receiving written notice from The Children's Trust identifying the breach, The Children's Trust may pursue any of the following remedies:

- a. The Children's Trust may, at its sole discretion, enter into a written performance improvement plan with the Provider to cure any breach of this Contract as may be permissible under state or federal law (Attachment F, if applicable). Any such remedial plan shall be an addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, and any judgments entered by a court of appropriate jurisdiction.

- b. The Children's Trust may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five business days before the effective date of suspension. On the effective date of suspension the Provider may (but shall not be obligated to) continue to perform the services provided for in this Contract, but the Provider shall promptly cease using The Children's Trust's logo and any other reference to The Children's Trust in connection with such services. All payments to the Provider as of effective date shall cease, except that The Children's Trust shall continue to review and pay requests for payment for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust, prior to the effective date of such suspension. If payments are suspended, The Children's Trust must specify in writing the actions that must be taken by the Provider as a condition precedent to the resumption of payments and shall specify a reasonable date for compliance. The Children's Trust may also suspend any payments in whole or in part under any other contracts entered into between The Children's Trust and the Provider by providing separate written notice to the Provider of each such suspension and specifying the effective date thereof, which must be at least five business days before the effective date of such suspension. In any event The Children's Trust shall continue to review and pay requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed, at the sole discretion of The Children's Trust, prior to the effective date of such suspension. The Provider shall be responsible for all direct and indirect costs associated with such termination including reasonable attorney's fees.
- c. The Children's Trust may terminate this Contract by giving written notice to the Provider of such termination and specifying the date thereof at least five (5) business days before the effective date of termination. In the event of such termination, The Children's Trust may (a) request the Provider to deliver to The Children's Trust clear and legible copies of all finished or unfinished documents, studies, surveys, reports prepared and secured by the Provider with Trust funds under this Contract subject to the rights of the Provider thereto as provided for in Paragraphs G and H above; (b) seek reimbursement of any Trust funds which have been improperly paid to the Provider under this Contract; (c) terminate further payment of Trust funds to the Provider under this Contract, except that The Children's Trust shall continue to review and pay requests for payment for services that were performed and/or deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination; and/or (d) terminate or cancel any other contracts entered into between The Children's Trust and the Provider by providing separate written notice to the Provider of each such termination and specifying the effective date thereof, which must be at least five business days before the effective date of such termination, in which event The Children's Trust shall continue to review and pay requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination. The Provider shall be responsible for all direct and indirect costs associated with such termination, including reasonable attorney's fees.
- d. The Children's Trust may seek enforcement of this Contract including but not limited to filing an action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including reasonable attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction, including all direct and indirect costs and reasonable attorneys' fees through conclusion of all appellate proceedings, and including any final settlement.
- e. The provisions of this Paragraph I shall survive the expiration or termination of this Contract.

J. INSURANCE REQUIREMENTS

Provider shall have their insurance agent(s) provide to The Children's Trust within 30 days of contract execution, Certificates of Insurance or, as applicable, a letter of self-insurance indicating coverage applicable to a Florida municipal corporation or written verification (binders) required under this section or as determined by The Children's Trust, except as required by Florida law for government entities. It is the Provider's responsibility to comply with this requirement. The Children's Trust shall be named as an additional insured as their interest may appear on all applicable policies, and all applicable policies shall be maintained in full force for the term of this contract. As a condition of the execution of the contract, The Children's Trust will

not disburse any funds until The Children's Trust is provided with the necessary Certificates of Insurance, letter of self-insurance or written verification (binders) and The Children's Trust has approved such documents. The Children's Trust shall have the rights to review said certificates or letters and, if applicable, reasonably require updating of types and amounts of coverage provided upon any renewal of this Contract.

Provider will carry insurance policies in the amounts and with the requirements indicated below:

1. Worker's Compensation Insurance for all employees and **non-incorporated independent contractors** and **non-incorporated consultants** of the Provider, as required by Florida Statutes, Chapter 440. The employer's liability portion will be \$500,000/\$500,000/\$500,000 as a minimum.
2. Comprehensive General Liability insurance in an amount not less than \$500,000 combined single limit per occurrence and \$1,000,000 aggregate in a policy year. Deductibles exceeding \$1,000 are discouraged, unless Provider can provide financials to support a higher deductible. The Children's Trust must be designated and shown as an "Additional Insured as Their Interest May Appear" with respects to this coverage. The general liability policy must contain coverage for the following:
 - a. Bodily Injury;
 - b. Property Damage;
 - c. No exclusions for Abuse, Molestation or Corporal Punishment;
 - d. No endorsement for premises only operations.
3. Automobile liability coverage for all owned and/or leased vehicles of the Provider and non-owned coverage for their employees and/or sub-contractors **transporting program participants**. The amount of coverage is \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Their Interest May Appear" with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage, but rental cars can not be used in the course of the Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.
4. Automobile liability coverage for all owned and/or leased vehicles of the Provider and non-owned coverage for their employees and /or sub-contractors **not transporting program participants**. The minimum amount of coverage is \$300,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Their Interest May Appear" with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage, but rental cars can not be used in the course of the Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.
5. If applicable, Special Events Coverage, as determined by The Children's Trust. The liability coverage will be the same as the coverage and limits required for comprehensive general liability and The Children's Trust must be designated and shown as "Additional Insured as Their Interest May Appear." Special Events policies are for short term functions and not meant to replace annual liability policies. The coverage is for the day or days of the event and must provide coverage the day prior and the day following the event.
6. If applicable, Professional Liability insurance, as determined by The Children's Trust, with coverage amounts determined by The Children's Trust but not less than \$250,000 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on claims made form. The Children's Trust is not required to be named as an Additional Insured.
7. If applicable, Proof of Property Coverage is required when the Provider has capital equipment paid for by The Children's Trust and said capital equipment is under the care custody and control of the Provider. The Children's Trust must be shown on the evidence of property coverage as a Loss Payee.

Certificate holder must read:

The Children's Trust
3150 SW 3rd Avenue, 8th Floor
Miami, Florida 33129

Classification and Rating

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to the financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the reasonable approval of The Children's Trust's Risk Management Division, or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

The Provider shall notify The Children's Trust, in writing, of any material changes in insurance coverage, including, but not limited to, any renewals of existing insurance policies, not later than thirty (30) days prior to the effective date except for ten (10) days for lack of payment changes.

In the event of any change in the Provider's Scope of Services, Attachment A, The Children's Trust may increase, waive or modify, in writing any of the foregoing insurance requirements. Any request by a Provider to decrease, waive or modify any of the foregoing insurance requirements shall be approved, in writing, by The Children's Trust prior to any such decrease, waiver or modification.

In the event that an insurance policy is canceled during the effective period of this Contract, The Children's Trust shall withhold all payments from the Provider until a new Certificate of Insurance or written verification (binders) of insurance required under this section is submitted and approved by The Children's Trust. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy.

The Children's Trust may require the Provider to furnish additional and different insurance coverage, or both, as may be required from time to time under applicable federal or state laws. Provision of insurance by Provider, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that The Children's Trust may have against the Provider for any liability of any nature related to performance under this Contract or otherwise.

All insurance required hereunder may be maintained by the Provider pursuant to a master or blanket policy or policies of insurance.

K. PROOF OF TAX STATUS

Provider is required to keep on file the following documentation for review by The Children's Trust.

- The Internal Revenue Service (I.R.S.) tax status determination letter;
- The most recent (two years) I.R.S. form 990 or applicable tax return filing within six (6) months after the Provider's fiscal year end or other appropriate filing period permitted by law;
- If required by applicable law to be filed by the Provider, IRS 941 - quarterly federal tax return reports within thirty-five (35) calendar days after the quarter ends and if the 941 reflects a tax liability, proof of payment must be submitted within sixty (60) calendar days after the quarter ends.

L. NOTICES

All notices pursuant to this Contract shall be in writing and sent by certified mail to the addresses for each Party appearing on the first page of this Contract, and in the case of notices to The Children's Trust, marked to the attention of its President and CEO. It is each Party's responsibility to advise the other Party in writing of any changes in name, address and/or telephone number.

M. AUTONOMY

Both Parties agree that this Contract recognizes the autonomy of, and stipulates or implies no affiliation between, the contracting parties. It is expressly understood and intended that Provider is only a recipient of funding support and is not an agent or instrumentality of The Children's Trust, and that Provider's agents and employees are not agents or employees of The Children's Trust.

N. RECORDS, REPORTS, AUDITS AND MONITORING

1. Accounting records

Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by Provider for not less than five years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received and appropriate audits have been submitted to and accepted by the appropriate entity. However, if any audit, claim, litigation, negotiation or other action involving this Contract or Modification hereto has commenced before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular retention period, whichever is later.

2. Financial Audit and Program Specific Audit

Within 180 days of the close of its fiscal year, Provider agrees to submit to The Children's Trust an Annual Financial Audit, performed by an independent certified audit firm who is registered to do business with the Florida State Department of Business Regulation, of all its corporate activities and any accompanying management letter(s) or report(s) on other matters related to internal control, for each year during which this Contract remains in force and until all funds expended from this Contract have been audited. If no management letter or report or other matters related to internal control is prepared by the independent audit firm, Provider must confirm in writing to The Children's Trust that no such report was submitted to the Provider. This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and standards contained in the Government Auditing Standards issued by the Comptroller General of the United States.

Providers that are required to have a single audit conducted under OMB Circular A-133, Audit of States, Local Government and Non-Profit Organizations or the Florida Single Audit Act, Florida Statutes 215.97 agree to submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan when the schedule of findings and questioned costs prepared by the independent auditor discloses audit findings. In the event that the independent auditor does not disclose audit findings, Provider shall written notification to The Children's Trust that an audit of Provider was conducted in accordance with applicable laws and regulations and that the findings and questioned costs disclosed no audit findings related to this Contract; and, that the summary schedule of prior audit findings did not report on the status of any audit findings relating to awards that The Children's Trust provided.

Within 180 days of the close of its fiscal year, a Provider who is contracted for a combined total of \$300,000 or more from The Children's Trust, from this or any other The Children's Trust contract(s), related to the fiscal year under audit, agrees to have a program-specific audit relating to The Children's Trust contract(s) in addition to the annual financial audit of the Provider's entire organization. This program-specific audit is to encompass an audit of The Children's Trust contract(s) as specified in Attachment D: Program Specific Audit Requirements.

A Provider that does not meet the program-specific audit threshold requirement of a combined total contract amount of \$300,000 or more from The Children's Trust will be exempt from the program-specific audit requirement.

Audit extensions may be granted in writing by The Children's Trust, after proper approval has been obtained from The Children's Trust's Finance Department, upon receipt in writing of such request with appropriate justification by the Provider.

The financial audit and other financial information will be used in the evaluation of the Provider's performance and the Provider's overall fiscal health soundness.

3. Access to records

Provider shall provide access to all records including subcontractor(s) which relate to this Contract at its place of business during regular business hours. Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by The Children's Trust to insure compliance with applicable accounting, financial, and programmatic standards. This would include access by The Children's Trust or its designee, to Provider's independent auditor's working papers for complying with federal, state and local requirements. The Children's Trust reserves the right to require Provider to submit to an audit by an auditor of The Children's Trust's choosing at The Children's Trust's expense.

4. Monitoring

Provider agrees to permit The Children's Trust personnel or contracted agents to perform random scheduled and/or unscheduled monitorings, reviews, and evaluations of the program which is the subject of this Contract, including any subcontracts under this Contract, using The Children's Trust approved monitoring tools. The Children's Trust or contracted agents shall monitor both fiscal/administrative and programmatic compliance with all the terms and conditions of the Contract. Provider shall permit The Children's Trust or contracted agents to conduct site visits, client interviews, client assessment surveys, fiscal/administrative review and other techniques deemed reasonably necessary in The Children's Trust's sole discretion to fulfill the monitoring function. A report of monitoring findings will be delivered to Provider and Provider will rectify all deficiencies cited within the period of time specified in the report.

5. Client Records

Pursuant to Florida Statute 119.071(5), The Children's Trust collects the social security numbers of child participants of funded programs and services for the following purposes: (a) to research, track and measure the impact of The Children's Trust funded programs and services in an effort to maintain and improve such programs and services for the future (individual identifying information will not be disclosed); (b) to identify and match individuals and data within and among various systems and other agencies for research purposes. The Children's Trust does not collect social security numbers for adult participants.

Provider shall maintain a separate file for each child/family served. This file shall include all pertinent information regarding program enrollment and participation. At a minimum, the file will contain enrollment information (including parent registration consents and child demographics), service plans, outcome measures (as set forth in Attachment A), and notes documenting referrals, special needs, or incident reports. These files shall be subject to the audit and inspection requirements under this Contract, subject to applicable confidentiality requirements. All such records will be retained by the Provider for not less than five calendar years after the participant is no longer enrolled. Provider agrees to comply with all applicable state and federal laws on privacy and confidentiality.

6. Internal Documentation/Records Retention

Provider agrees to maintain and provide for inspection to The Children's Trust, during regular business hours the following as may be applicable, subject to applicable confidentiality requirements: (1) personnel files of employees which include hiring records, background screening affidavits, job descriptions, and evaluation procedures; (2) authorized time sheets, records, and attendance sheets to document the staff time billed to provide Services pursuant to this Contract; (3) daily activity logs and monthly calendars of the provision of Services pursuant to this Contract; (4) training modules; (5) pre and post session questionnaires; (6) all participant attendance records; (7) participant consent and information release forms; (8) agency policies and procedures; and (9) such other information related to Service provision as described in Attachment A; all upon request by The Children's Trust. Provider shall retain all records for not less than five years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received, and appropriate audits have been submitted to and accepted by the appropriate entity.

7. Confidentiality

Provider and The Children's Trust understand that during the course of performing the Services hereunder, each party may have access to certain confidential and proprietary information and materials of the other party in order to further performance of the Services. The Parties shall protect confidential information and comply with applicable federal and state laws on confidentiality to prevent unauthorized use, dissemination or publication of confidential information as each party uses to protect its own confidential information in a like manner. The Parties shall not disclose the confidential information to any third party (except that such information may be disclosed to such Party's attorneys), or to any employee of such Party who does not have a need to know such information, which need is related to performance of a responsibility hereunder. However, this Contract imposes no obligation upon the Parties with respect to confidential information which (a) was lawfully known to the receiving party before receipt from the other, (b) is or becomes a matter of public knowledge through no fault of the receiving party, (c) is rightfully received by the receiving party from a third party without restriction on disclosure, (d) is independently developed by or for that party, (e) is disclosed under operation of law, (f) is disclosed by the receiving party with the other party's prior written approval or (g) is subject to Chapter 119 of the Florida Statutes or is otherwise required to be disclosed by law. The confidentiality provision of this Contract shall remain in full force and effect after the termination of this Contract.

8. Security Obligation

Provider shall maintain an appropriate level of data security for the information Provider is collecting or using in the performance of this Contract. This includes, but is not limited to, approving and tracking all Provider employees who request system or information access and ensuring that user access has been removed from all terminated employees of Provider.

9. Withholding of payment

At the sole discretion of The Children’s Trust, payment may be withheld for non-compliance of contractual terms. The Children’s Trust will provide payment upon satisfactory compliance of the contractual terms as solely determined by The Children’s Trust.

O. MODIFICATIONS

Any alterations, variations, modifications, extensions or waivers of provisions of this Contract including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both Parties.

P. GOVERNING LAW & VENUE

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of laws provisions. Any controversies or legal problems arising out of the terms of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit, in and for, Miami-Dade County, Florida.

Q. EMPLOYEE BACKGROUND SCREENING

In accordance with Sections 943.0542, 984.01, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable, employees, volunteers and subcontracted personnel who work in direct contact with children or who come into direct contact with children must complete a satisfactory Level 2 background screening. Level 2 Background screenings must be completed through the Florida Department of Law Enforcement (FDLE) VECHS (Volunteer & Employee Criminal History System) Program. Satisfactory background screening documentation will be accepted for those agencies that already conduct business with either the Department of Children and Families (DCF) or the Department of Juvenile Justice (DJJ) or the Miami Dade County Public School System (MDCPS). A clearance letter from MDCPS Office of Employment Standards indicating the person has successfully completed a Level 2 screening will be accepted. An Attestation of Good Moral Character must be completed annually for each employee, volunteer, and subcontracted personnel who work in direct contact with children. The Provider shall re-screen each employee, volunteer and/or subcontractor every five years. Provider shall keep Attachment E: Affidavit for Level 2 Background Screenings in the Provider’s personnel, volunteers, and/or sub-contractors files.

R. CHILDREN WITH DISABILITIES AND THEIR FAMILIES

Provider understands that The Children’s Trust expects Provider to meet the federal standards under the Americans with Disabilities Act. By policy of The Children’s Trust, providers must also implement reasonable programmatic accommodations to include children with disabilities and their families, whenever possible. Notwithstanding anything to the contrary, the Provider shall not be required to make any alteration to any public school building or other building or structure which is not owned by the Provider.

S. REGULATORY COMPLIANCE

1. Non-discrimination and Civil Rights

Provider shall not discriminate against an employee, volunteer, or client of the Provider on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, religion, ancestry, national origin, disability, or age, except that programs may target services for specific target groups as may be defined in the competitive solicitation.

Provider shall demonstrate that it has standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds.

Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. Section 6101, as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, The Children's Trust shall have the right to terminate all or any portion of this Contract. If Provider or any owner, subsidiary, or other firm affiliated with or related to Provider, is found by the responsible enforcement agency or the courts to be in violation of these laws, said violation will be a material breach of this Contract and The Children's Trust will conduct no further business with Provider.

2. Public Entities Crime Act

Provider will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Provider, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to The Children's Trust, may not submit a bid on a contract with The Children's Trust for the construction or repair of a public building or public work, may not submit bids on leases of real property to The Children's Trust, may not be awarded or perform work as a Provider supplier, sub Provider, or consultant under a contract with The Children's Trust, and may not transact any business with The Children's Trust in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Contract and recovery of all monies paid hereto, and may result in debarment from The Children's Trust's competitive procurement activities.

3. Conflict of Interest

Provider represents that the execution of this Contract does not violate Miami Dade County's Conflict of Interest and Code of Ethics Ordinance, www.miamidade.gov/ethics/library/Ethics-Brochure-2005.pdf and Florida Statutes §112 as amended, which are incorporated herein by reference as if fully set forth herein. Provider agrees to abide by and be governed by these conflict of interest provisions throughout the course of this Contract and in connection with its obligations hereunder.

4. Compliance with Sarbanes-Oxley Act of 2002

Provider shall comply with the following provisions of the Sarbanes-Oxley Act of 2002:

- Provider agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation.
- Provider agrees not to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse.

5. Licensing

The Provider (and subcontractor, as applicable,) shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurances, permits and accreditations, required by the State of Florida, Miami-Dade County, relevant municipalities, The Children's Trust or the federal government. The Provider must be qualified and registered to do business in the State of Florida both prior to and during the contract term with The Children's Trust.

6. Incident Reporting

Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or abandonment of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, Florida Statutes, this is binding upon both the Provider and its employees.

Provider shall complete an incident report in the event of any serious bodily injury to anyone within the scope of this Contract or arising out of the performance of this Contract. Provider shall provide written notification of the incident together with a copy of the incident report to The Children's Trust within three (3) working days after Provider is informed of such incident. Provider shall provide written notification to The Children's Trust, within seven (7) days, if any legal action which is filed as a result of such an injury.

7. Sexual Harassment

Provider shall complete an incident report in the event a client or employee makes an allegation of sexual harassment, sexual misconduct or sexual assault by a Provider employee arising out of the performance of this Contract and the Provider has knowledge thereof. Provider shall provide written notification to The Children's Trust within three (3) business days after Provider is informed of such an allegation. Provider shall provide written notification to The Children's Trust, within seven (7) business days, if any legal action which is filed as a result of such an alleged incident.

8. Proof of Policies

Provider (and subcontractor, as applicable) shall keep on file copies of its policies including but not limited to confidentiality, incident reporting, sexual harassment, non-discrimination, equal opportunity and/or affirmative action, Americans with Disabilities Act, and drug-free workplace.

T. CONSENT

Provider must obtain parental/legal guardian consent for all minor participants and/or for adult participants in the program for services; and to share information with The Children's Trust for monitoring and evaluation purposes.

Provider will ask participants to sign a voluntary Consent to Photograph form. The form is available in English, Spanish, and Creole and can be downloaded from www.thechildrenstrust.org. The signed consent form for photography will be maintained at the program site with a copy filed in the participant's record. The consent shall be part of the participants' registration form. Any refusal of consent must be properly documented and signed by the parent or legal guardian on the consent form.

U. PROGRAMMATIC DATA REPORTING

Demographic and service information on program participants will be provided to The Children's Trust as part of The Children's Trust's research mission. Provider agrees to comply and participate in any data collection reporting, including participant data as required by The Children's Trust and described in **Attachment C** to this contract, Programmatic Data and Reporting Requirements, subject to confidentiality requirements. In addition, Provider agrees to furnish The Children's Trust with complete and accurate reports in the timeframe and format to be reasonably specified by The Children's Trust, and as described in Attachment C.

Provider must participate and provide agency (agency profile) and site(s) information to Switchboard of Miami 2-1-1, The Children's Trust 24 hour helpline, as applicable and as defined in Attachment C: Programmatic Data Reporting Requirements.

V. PUBLICITY

Provider agrees that activities, services and events funded by this Contract shall recognize The Children's Trust as a funding source. Provider shall ensure that all publicity, public relations, advertisements and signs within its control recognize The Children's Trust for the support of all contracted activities. The use of the official Children's Trust logo is permissible.

Provider shall use its best efforts to ensure that all media representatives, when inquiring with the Provider about the activities funded by this Contract, are informed that The Children's Trust is a funding source. Provider shall, if it possesses the appropriate technology, provide a link between the website and The Children's Trust's website.

W. PUBLICATIONS

Provider agrees to supply The Children's Trust, without charge, up to three copies of any publication developed in connection with implementation of programs addressed by this Contract. Such publications will state that the program is supported by The Children's Trust. Provider agrees that The Children's Trust will have use of copyrighted materials developed under this Contract to the extent provided in, and subject to, the provisions of Paragraphs G and H above.

To the extent permitted by the applicable journal or other publication source, Provider shall include The Children's Trust logo and the following paragraph in all materials featuring programs funded by The Children's Trust, including but not limited to newsletters, press releases, brochures, fliers, homepage of websites or any other materials for dissemination to the media or general public:

English:

Sandor Wiener School of Opportunity, Inc. is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County.

Spanish:

Sandor Wiener School of Opportunity, Inc. está financiado por El Fidecomiso de los Niños (The Children's Trust). El Fidecomiso de los Niños es una fuente de financiación, establecida por referendum para mejorar las vidas de niños y familias en el Condado de Miami-Dade.

Kreyol:

Sandor Wiener School of Opportunity, Inc. finanse pa "The Children's Trust". Trust la, se yon sous lajan ke goudenman amerikin vote an referandom pou ke' li investi byen nan pwogram kap ameliore la Vi Ti Moun ak fanmi yo nan Myami Dade.

Note: In cases where funding by The Children's Trust represents only a percentage of the Provider's overall funding, the above language can be altered to read "The (organization) is funded in part by The Children's Trust..."

X. HEADINGS, USE OF SINGULAR AND GENDER

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

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Y. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS

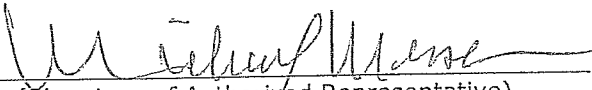
This Contract with its attachments as referenced below contains all the terms and conditions agreed upon by the parties:

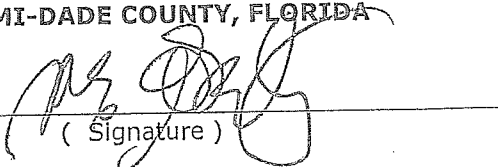
- Attachment A: Scope of Services
- Attachment B: Fiscal Requirements, Budget and Method of Payment
- Attachment C: Programmatic Data and Reporting Requirements
- Attachment D: Program Specific Audit Requirements
- Attachment E: Affidavit for Level 2 Background Screenings
- Attachment F: Performance Improvement Plan, if applicable

No other contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Sandor Wiener School of Opportunity, Inc.
MIAMI-DADE COUNTY, FLORIDA

The Children's Trust
MIAMI-DADE COUNTY, FLORIDA

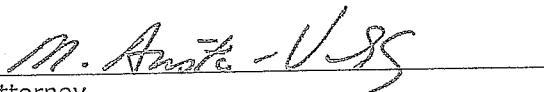
By: 
(Signature of Authorized Representative)
Michael Messia
(Type or Print Name)
President
(Type or Print Title)

by: 
(Signature)
Modesto E. Abety
President and CEO

Date: 9/11/09

Date: 09/16/09

Approved as to form and legal sufficiency


County Attorney

Date: Sept. 10, 2009

This contract is not valid until signed by both parties

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ATTACHMENT A:
Scope of Services

Attachment A
Out-of-School Scope of Services
Contract No. 910-155
Agency Name: Sandor Wiener School of Opportunity
Program Name: Out of School Opportunities for Children

1. Program Summary (Limit to 100 words):

SWSO's includes a year-round out-of-school program that provides services before/after-school services and a summer program located in Opa Locka and West Kendall. The 7-week summer camp is organized using four themes: *Safe Summer Swimming, Animal Antics, Healthy Me-Healthy You, and, Friends and Family Around the World*. The population served are children with/without disabilities and siblings in PreK through 8th grade. Inclusive activities include: reading, physical activities (including games, yoga, rhythmic movement, swimming), peacemaking/problem solving skills, creative arts, cooking/nutritional activities, multicultural family gatherings and field trips encompass the core components of literacy, fitness, social skills, family involvement and nutritious foods.

The target population is 24 OOS and 40 summer children and siblings with/without disabilities, in PreK to 8th grade. Moderate to severe disabilities may include Down Syndrome, autism spectrum disorders, cerebral palsy, traumatic brain injury, chronic medical conditions, emotional/behavior disorders, sensory impairments, genetic and chromosomal disorders and severe physical/mental challenges. These **disabilities impact development** in cognitive, communication/language, gross/fine motor, self help and social areas in varying degrees for each child and **require special services** of lower child:staff ratios, highly trained staff, curriculum/equipment adaptations, and therapeutic interventions in stimulating environments. Student enrollment reflects the community's **varied ethnicity**. Opa Locka students are predominantly African American and Hispanic (48% & 39%) and West Kendall students are 80% Hispanic. **Considerable family income diversity** shows in free/reduced lunch status for 70% (OL) and 47% (K) children.

2. Contracted Services:

| | After-School 2009-2010 | Summer Camp 2010 |
|--|-------------------------------|--------------------------------|
| Number of slots to be filled daily: | GP: 4 CWD: 20 Total: 24 | GP: 12 CWD: 28 Total: 40 |

Service Delivery: After-School – August 24, 2009 to June 9, 2010 (39 weeks)

| <i>After-School Activities/ Service Name & Description</i> <i>Specify site, age, and other differences and accommodations for children with disabilities when applicable</i> <i>75% of the program's operating hours must be accounted for in planned activities.</i> | <i>Site or Group Comment/ Variance</i> <i>(Include # slots)</i> | <i>Frequency, Intensity and Duration</i> |
|--|--|---|
| <p>Literacy <u>Literacy Activities:</u> Reading aloud 1-1 with teachers, paraprofessionals, parents, volunteers, reading buddies and in small/large groups provides a literacy rich environment with new classroom Smart Boards that engage students with literature stories and concepts. Book choice is guided by child interest, and Literacy Facilitator, age/functioning level, seasonal themes, visual impact, rhymes/repetitive refrains. Related art, drama and music enrichment activities are included to</p> | | <p><u>Reading aloud/individual reading</u> Daily 30 min per day</p> |

| <p align="center">After-School Activities/ Service Name & Description</p> <p align="center"><i>Specify site, age, and other differences and accommodations for children with disabilities when applicable</i></p> <p align="center"><i>75% of the program's operating hours must be accounted for in planned activities.</i></p> | <p align="center">Site or Group Comment/ Variance</p> <p align="center"><i>(Include# slots)</i></p> | <p align="center">Frequency, Intensity and Duration</p> |
|--|--|--|
| <p>encourage participation. <i>Houghton Mifflin Curriculum</i> books and CD's reinforce day program learning. Public Library "Jump Start" puppets, felt boards, big books and Oral Reading Fluency are also used. Individual reading encouraged daily by teachers/paraprofessionals, follows <i>High/Scope Curriculum</i> with age-appropriate books/books on tape always available for child selection in cozy quiet areas.</p> | | |
| <p><u>Curriculum Used:</u> <i>Houghton Mifflin PreK Curriculum and Textbook Series</i> (Utilized by MDCPS), <i>High Scope Curriculum, Language Experience Method.</i></p> <p><u>Additional Resources Used:</u> Strategies matched to the functioning levels of children with disabilities, taken from their Individual Education Plan (IEP)goals, and/or the Florida Sunshine State Standards for seamless wrap around language and literacy instruction, and <i>Oral Reading Fluency Strategies.</i></p> | | |
| <p><u>Accommodations for CWD:</u> Picture communication boards, slant boards, individual choice, touch screen computers and software programs, voice output devices, light box, adapted chairs/equipment for mobility and positioning assistance, wheelchairs, standers, and sign language.</p> | | |
| <p><u>Homework Assistance</u> Assistance will be offered daily Monday through Friday as needed when school is in session.</p> | | <p align="center">Daily 30 min per day</p> |
| <p><u>Literacy Facilitator</u> The classroom teacher and paraprofessional is responsible for the literacy program and activities in their own classroom. Program Trainer/ Curriculum Specialist provide support to educational staff.</p> <p><u>Homework Assistance Facilitator/Academic Activities Facilitator:</u> The Site Director oversees all aspects of the Homework and Academic Activities implemented by the teachers and paraprofessionals.</p> | | |
| <p><u>Fitness Activities:</u> Indoor physical activities are dynamic times of teacher led bilingual singing, movement/music, instruments, dancing and interaction using a variety of hands on media.</p> <p>Outdoor activities include:</p> <p>a) organized adapted team games and sports of developmentally appropriate modified basketball, red light/green light, bowling, kickball Twister, relays, PACER, and obstacle course, plus</p> <p>b) free choice play with water/sand play, swings, trampoline, bikes, tunnels, balls, jungle gym.</p> | | <p align="center"><u>Indoor</u> Daily 30 min per day</p> <p align="center"><u>Outdoor</u> Daily 30 min per day</p> |
| <p><u>Curriculum Used:</u> : 1) <i>HEAT Club Curriculum (Healthy Eating Active Time)</i>, 2) <i>YKids Are Fit (YMCA Fitness Curriculum)</i></p> <p><u>Additional Resources Used:</u> Strategies matched to the functioning</p> | | |

| <p align="center">After-School Activities/ Service Name & Description</p> <p align="center"><i>Specify site, age, and other differences and accommodations for children with disabilities when applicable</i></p> <p align="center"><i>75% of the program's operating hours must be accounted for in planned activities.</i></p> | <p align="center">Site or Group Comment/ Variance</p> <p align="center"><i>(Include # slots)</i></p> | <p align="center">Frequency, Intensity and Duration</p> |
|---|---|--|
| <p>levels of children with disabilities, taken from their Individual Education Plan (IEP) goals, and/or the Florida Sunshine State Standards for seamless wrap around fitness instruction.</p> | | |
| <p><u>Accommodations for CWD:</u> Stander, weighted equipment, walker, gait trainer, adapted swing/trike, belted equipment, soft hand splints for grasping, larger balls/equipment, teacher proximity, physical assistance, adapted chairs/equipment for mobility and positioning assistance, picture exchange communication systems, sign language, and Snoezelen sensory stimulation, - all of which require hands-on staff support.</p> | | |
| <p><u>Fitness Facilitator(s):</u> Each classroom teacher and paraprofessional is responsible for the fitness program and activities in their own classroom. Program Trainer/Curriculum Specialist provides support to educational staff.</p> | | |
| <p>Social Skills Social skills building occurs throughout the day. Classroom staff lead added separate curriculum activities with role play & feedback, modeling, skill generalizing and computers to introduce a new skill weekly from a) <i>Promoting Social Success: A Curriculum for Children with Special Needs</i>, aiming to increase communication and appropriate behaviors and b) <i>Getting to Know You</i> curriculum for typical children covering relationships, feelings, stress, self acceptance, decision-making, and aggression. CWD and GP children are grouped separately because of differing social needs. Groups then join to share their findings. Related art and music enrichment activities are included to encourage participation.</p> <p>Sensory Room Sensory Stimulation. Specially trained teachers lead individuals in sensory stimulation with lighting effects, tactile experiences, cause/effect items, soft items, aromatic items, sound effects, and tasting experiences to help "reach" children.</p> | <p align="center"><u>Snoezelen</u> Both sites Snoezelen will be used for selected children with significant sensory impairments based on their individual needs</p> | <p align="center">Daily 30 min per day</p> <p align="center"><u>Snoezelen</u> Weekly access 30 min per session</p> |
| <p><u>Accommodations for CWD</u> Defined work/play space, timer, individual visual schedule, transition routines cues, daily schedule First/Then activity sequencing boards, I Love You Rituals, relaxation techniques, behavior/reward system, safe place, seat cushion, communication strategies, task analysis cards, individual work activity baskets, adapted chairs/equipment for mobility and positioning assistance, picture exchange communication systems, sign language, brushing, vibrator, massage, weighted vest/ belt/ blanket, and staff assistance.</p> | | |

| <p align="center">After-School Activities/ Service Name & Description</p> <p align="center"><i>Specify site, age, and other differences and accommodations for children with disabilities when applicable</i></p> <p align="center"><i>75% of the program's operating hours must be accounted for in planned activities.</i></p> | <p align="center">Site or Group Comment/ Variance</p> <p align="center"><i>(Include # slots)</i></p> | <p align="center">Frequency, Intensity and Duration</p> |
|--|---|---|
| <p><u>Social Skills Facilitator:</u> Each classroom teacher is responsible for the social skills program and activities in their own classroom. Program Trainer/Curriculum Specialist provides support to educational staff. All Center staff follows the Agency's School Code of Respect, Responsibility and Recognition towards children, families and fellow staff.</p> | | |
| <p>Family Involvement <u>Family Involvement Activities:</u> Ongoing family involvement activities include: program planning/input, daily verbal and/or written communication at drop off/pick up, Open House Program Orientation to learn activities, attendance needs, program expectations, monthly newsletters with activities, special songs/books, upcoming events, tips for family fitness, fun and health, and a year-end pot-luck with in-kind refreshments to celebrate the year's end.</p> <p><u>Family Involvement Activity Facilitator(s):</u> Site Directors coordinate organization of family events, workshops and newsletters with all staff contributions.</p> | | <p align="center"><u>Contact</u> Daily 1-2x day for 15 mins</p> <p align="center"><u>Events</u> 2 x year For 2 hours</p> <p align="center"><u>Newsletter</u> Monthly 1 page</p> |
| <p>Supervised Free-Choice Activities <u>Supervised Free Choice Activities:</u> Children participate daily in free choice activities in learning centers as part of their <i>High Scope Curriculum</i> daily schedule and lesson plan. Centers include Literacy (library, computers, listening post), Building (variety of construction materials), Manipulatives (for fine motor and problem solving activities), Music (listening and instruments), Art (creative area), and Science/Sensory (sensory stimulation is integrated throughout all areas of the classroom). Teachers, paraprofessionals and volunteers use open ended questions as the children direct their own play choices and experiences.</p> <p><u>Supervised Free-Choice Facilitator:</u> Each classroom teacher is responsible for set up of the free choice learning centers and activities in their own classroom.</p> | | <p align="center">Daily 30 mins per day</p> |

Service Delivery: Summer Camp 2010 (7 weeks)

| <p align="center">Summer Camp Activities/ Service Name & Description</p> <p align="center"><i>Specify site, age, and other differences and accommodations for children with disabilities when applicable</i></p> <p align="center"><i>75% of the program's operating hours must be accounted for in planned activities.</i></p> | <p align="center">Site or Group Comment/ Variance</p> <p align="center"><i>(Include # slots)</i></p> | <p align="center">Frequency, Intensity and Duration</p> |
|--|---|--|
| <p>Themed summer camp session. Four themes of <i>Safe Summer Swimming, Animal Antics, Healthy Me-Healthy You, and Friends/Families Around the World</i> guide inclusive age appropriate activities covering reading, fitness, water exploration, creative arts, social interactions, multiculturalism and cooking.</p> | | <p align="center"><u>Camp</u> Daily for 7 weeks</p> |
| <p>Literacy / Academics</p> <p><u>Literacy Activities:</u> Reading aloud 1-1 with teachers, paraprofessionals, parents, volunteers, reading buddies and in small/large groups using new Smart Boards, provides a literacy rich environment. Book choice is guided by child interest, age/functioning level, seasonal themes, visual impact, rhymes/repetitive refrains and related art enrichment activities to encourage participation. <i>Houghton Mifflin Curriculum</i> books and CD's reinforce day program learning. Public Library "Jump Start" puppets, felt boards, big books and oral reading fluency strategies are also used. Individual reading encouraged daily by teachers/paraprofessionals, follows <i>High/Scope Curriculum</i> with age-appropriate books/books on tape always available for child selection in cozy quiet areas. Journal writing follows <i>Language Experience best practice</i> with children's experiences and language used to develop final written products. Children create an age-appropriate "Me Book" with drawings, photos, & dictated "stories" (as appropriate to skill levels) based on their own summer activities, experiences and friendships.</p> <p><u>Curriculum Used:</u> <i>Houghton Mifflin PreK Curriculum and Textbook Series</i> (Utilized by MDCPS), <i>High Scope Curriculum, Language Experience Method, Oral Reading Fluency Strategies.</i></p> <p><u>Additional Resources Used:</u> Strategies matched to the functioning levels of children with disabilities, taken from their Individual Education Plan (IEP)goals, and/or the Florida Sunshine State Standards for seamless wrap around language and literacy instruction.</p> <p><u>Accommodations for CWD:</u> Picture communication boards, slant boards, individual choice, touch screen computers, voice output devices, light box, adapted chairs/equipment for mobility and positioning assistance, sign language, and staff assistance.</p> | | <p align="center"><u>Reading Activities</u></p> <p align="center">Daily 30-60 mins (according to age/ functioning level) for 7 weeks</p> <p align="center"><u>Journals</u> 30 mins per day for 7 weeks</p> |
| <p><u>Field Trips:</u> <u>Jungle Island</u> - Opportunity for language stimulation – with new vocabulary and inspiration for journal writing/illustrating. Related to Summer theme: <i>Animal Antics.</i></p> | <p align="center">Kendall 14 CWD 6 GP</p> | <p align="center">1 x summer 5 hours a day</p> |
| <p><u>Ft Lauderdale Museum of Discovery and Science</u> - Opportunity for exploring healthy self care related to Summer theme: <i>Healthy me/Healthy You.</i></p> | <p align="center">Opa Locka 14 CWD 6 GP</p> | <p align="center">1 x summer 5 hours a day</p> |

| <p align="center">Summer Camp Activities/ Service Name & Description</p> <p align="center"><i>Specify site, age, and other differences and accommodations for children with disabilities when applicable</i></p> <p align="center"><i>75% of the program's operating hours must be accounted for in planned activities.</i></p> | <p align="center">Site or Group Comment/ Variance</p> <p align="center"><i>(Include # slots)</i></p> | <p align="center">Frequency, Intensity and Duration</p> |
|---|---|---|
| <p><u>Literacy Facilitator /Academic Activities Facilitator:</u> Each classroom teacher and paraprofessional is responsible for the literacy program and activities in their own classroom. Program Trainer/Curriculum Specialist provides support to educational staff. The Site Director oversees all aspects of the Academic Activities implemented by the teachers and paraprofessionals.</p> | | |
| <p>Fitness</p> <p><u>Fitness Activities:</u> Indoor physical activities are dynamic times of teacher led trilingual singing, movement/music, yoga, instruments, drumming, dancing and interaction. Outdoor activities include: a) organized adapted team games / sports of developmentally appropriate modified basketball, red light/green light, bowling, kick ball, relays, PACER , obstacle course, Twister plus b) free choice play with water/sand play, swings and trampoline, bikes, tunnels, balls, jungle gym.</p> | | <p align="center"><u>Indoor</u> Daily 1 x day For 30 min per day</p> <p align="center"><u>Outdoor</u> 2 x day 30 min per time</p> |
| <p><u>Curriculum Used:</u> 1) <i>HEAT Club Curriculum (Healthy Eating Active Time)</i>, 2) <i>YKids Are Fit (YMCA Fitness Curriculum)</i></p> <p><u>Additional Resources Used:</u> Strategies matched to the functioning levels of children with disabilities, taken from their Individual Education Plan (IEP)goals, and/or the Florida Sunshine State Standards for seamless wrap around fitness instruction.</p> | | |
| <p><u>Accommodations for CWD:</u> Stander, weighted equipment, walker, gait trainer, adapted swing/trike, belted equipment, soft hand splints for grasping, larger balls/equipment, teacher proximity, physical assistance, adapted chairs/equipment for mobility and positioning assistance, picture exchange communication systems, sign language, and Snoezelen sensory stimulation, all of which require hands-on staff support.</p> | | |
| <p><u>Field Trips:</u> <u>Miami Children's Museum</u> – Opportunity for exploring healthy self care related to Summer theme: <i>Healthy me/Healthy You</i> and multicultural experiences related to Summer theme: <i>Friends and Family Around the World</i> <u>Strike Bowling Alley</u> – Opportunity for Gross and Fine Motor activities in new stimulating environment related to Summer theme: <i>Healthy Me/ Healthy You</i></p> | | <p align="center">1 x summer each site for 5 hours</p> |
| <p><u>Grapeland Water Park</u> - Opportunity for gross motor stimulation with water play. Related to Summer theme: <i>Safe Summer Swimming.</i></p> | <p align="center"><u>Opa Locka</u> 14 CWD 6GP</p> | <p align="center">1 x summer 5 hours</p> |
| <p><u>Pinecrest Gardens</u> – Opportunity for gross motor stimulation with water play. Related to Summer theme: <i>Safe Summer Swimming.</i></p> | <p align="center"><u>Kendall</u> 14 CWD 6GP</p> | <p align="center">1 x summer 5 hours</p> |
| <p><u>Fitness Facilitator(s):</u> Each classroom teacher and paraprofessional is responsible for the</p> | | |

| <p align="center">Summer Camp Activities/ Service Name & Description</p> <p align="center"><i>Specify site, age, and other differences and accommodations for children with disabilities when applicable</i></p> <p align="center">75% of the program's operating hours must be accounted for in planned activities.</p> | <p align="center">Site or Group Comment/ Variance</p> <p align="center"><i>(Include# slots)</i></p> | <p align="center">Frequency, Intensity and Duration</p> |
|--|---|--|
| <p>fitness program and activities in their own classroom. Program Trainer/ Curriculum Specialist provide support to educational staff.</p> | | |
| <p>Social Skills <u>Social Skills Activities:</u> Social skills building occurs through the day. Class staff lead added separate curricula activities with modeling, role play & feedback, skill generalizing and reproducibles to introduce a new skill weekly from a) <i>Promoting Social Success: A Curriculum for Children with Special Needs</i>, aiming to increase communication and appropriate behaviors and b) <i>Getting to Know You</i> curriculum for typical children covering relationships, feelings, stress, self acceptance, decision-making, and aggression. CWD & GP children are grouped separately because of differing social needs. Groups then join to share their findings. Sensory Room Sensory Stimulation. Specially trained teachers lead individuals in sensory stimulation with lighting effects, tactile experiences, cause/effect items, soft items, aromatic items, sound effects, tasting experiences to help "reach" children.</p> | <p align="center"><u>Snoezelen</u> Both sites Snoezelen will be used for selected children with significant sensory impairments based on their individual needs</p> | <p align="center"><u>Social Skills</u> Daily 30 min per day</p> <p align="center"><u>Snoezelen</u> Selected students will have weekly access to room based on need 30 minutes</p> |
| <p><u>Evidence-Based Curriculum Used:</u> a) <i>Promoting Social Success: A Curriculum for Children with Special Needs</i>, Curriculum Used: b) <i>Getting to Know You Curriculum</i> .</p> | | |
| <p><u>Accommodations for CWD:</u> Defined work/play space, timer, individual visual schedule, transition routines cues, daily schedule First/Then activity sequencing boards, I Love You Rituals, relaxation techniques, behavior/reward system, safe place, seat cushion, communication strategies, task analysis cards, individual work activity baskets, adapted chairs/equipment for mobility and positioning assistance, picture exchange communication systems, sign language, brushing, vibrator, massage, weighted vest/ belt/ blanket, staff assistance.</p> | | |
| <p><u>Field Trips:</u> All field trips listed above provide opportunities for social skills generalization in new stimulating environments.</p> | | |
| <p><u>Social Skills Facilitator:</u> Each classroom teacher is responsible for the social skills program and activities in their own classroom. Program Trainer/ Curriculum Specialist provides support to educational staff. All Center staff follow the Agency's School Code of Respect, Responsibility and Recognition towards children, families and fellow staff.</p> | | |
| <p>Family Involvement <u>Family Involvement Activities:</u> Ongoing family involvement activities include: program planning, daily verbal and/or written communication at drop off/pick up, Open House Program Orientation to learn activities, attendance</p> | | <p align="center"><u>Contact</u> 2 x day 15 mins</p> |

| <p align="center">Summer Camp Activities/ Service Name & Description</p> <p align="center"><i>Specify site, age, and other differences and accommodations for children with disabilities when applicable</i></p> <p align="center"><i>75% of the program's operating hours must be accounted for in planned activities.</i></p> | <p align="center">Site or Group Comment/ Variance</p> <p align="center"><i>(Include # slots)</i></p> | <p align="center">Frequency, Intensity and Duration</p> |
|--|---|--|
| <p>needs, program expectations, monthly newsletters including activities, field trips, special songs/books, upcoming events, tips for family fitness, fun and health, and a summer-end pot-luck to honor family volunteers with child-given certificates. Approved family volunteers may participate as field trip chaperones.</p> | | <p align="center"><u>Events</u> 2xsummer For 2 hours</p> |
| <p><u>Family Involvement Activity Facilitator(s):</u> Site Directors coordinate organization of family events, workshops and newsletters with all staff contributions.</p> | | |
| <p>Enrichment and/or Theme-based Activities <u>Enrichment Activities:</u> <u>Water Safety/Swimming</u> Children attend water safety swimming lessons for water exploration & skill development. Swimming staff, teachers, paraprofessionals provide individual/group training according to child need.</p> | | <p align="center">Biweekly 1 hour per session</p> |
| <p><u>Enrichment Activities Facilitator(s):</u> Certified Swimming Instructor</p> | | |
| <p>Supervised Free-Choice Activities <u>Supervised Free Choice Activities:</u> Children participate daily in free choice activities in learning centers as part of their <i>High Scope Curriculum</i> daily schedule and lesson plan. Centers include Literacy (library, computers, listening post), Building (variety of construction materials), Manipulatives (for fine motor and problem solving activities), Music (listening and instruments), Art (creative area), and Science/Sensory (sensory stimulation is integrated throughout all areas of the classroom). Teachers, paraprofessionals and volunteers use open ended questions as the children direct their own play choices and experiences.</p> | | <p align="center">Daily 30-45 mins per day</p> |
| <p><u>Supervised Free-Choice Facilitator:</u> Each classroom teacher is responsible for the free choice learning centers and activities in their own classroom</p> | | |

Nutritious Food and Beverage Requirement: Provider will ensure that all children and youth have a nutritious lunch and snack, at a minimum, during summer and full-day program days and a snack during after-school and partial day program days. Weekly menus are to be posted in a visible location at each service site.

3. Outcome Performance Measures

Provider shall measure outcome achievement and report on a basis as outlined in Attachment C of this contract.

After-School Outcomes Table

| Outcomes | Outcome Indicators | Data Source/ Measurement Tool | Data Collection & Management |
|--------------------------------------|--|--|--|
| Improve academic skills and literacy | <p><u>Midpoint Performance:</u> 85% of children will improve oral reading skills</p> <p><u>End-of-Year Performance:</u> 90% of children will improve oral reading skills</p> | <p align="center"><u>GP</u></p> <p>1 Minute Oral Reading Fluency (5-14 yrs)</p> | <p>Teachers will individually administer pre, mid and post tests; <u>Clerical site staff</u> will enter data into The Trust's data system; and <u>Data Analyst</u> will review data for accuracy and analyze reports for <u>Program Director</u> and <u>Program Planner</u> to assess and improve program performance and quality assurance and meet with key staff.</p> |
| Improve cognitive skills | <p><u>Midpoint Performance:</u> 85% of children will improve cognitive skills</p> <p><u>End-of-Year Performance:</u> 90% of children will improve cognitive skills</p> | <p align="center"><u>CWD</u></p> <p>1) <u>Developmental Programming for Infants & Young Children (DPIYC)</u> Cognitive Domain (4-5 yrs)</p> <p>2) <u>Assessment Learning Profile</u> Cognitive Domain (6-14 yrs)</p> | <p>Teachers will individually administer pre, mid and post tests; <u>Clerical site staff</u> will enter data into The Trust's data system; and <u>Data Analyst</u> will review data for accuracy and analyze reports for <u>Program Director</u> and <u>Program Planner</u> to assess and improve program performance and quality assurance and meet with key staff.</p> |
| Improve physical health and fitness | <p><u>Midpoint Performance:</u> 75% of children will improve fitness performance</p> <p><u>End-of-Year Performance:</u> 85% of children will improve fitness performance</p> | <p align="center"><u>CWD</u></p> <p>1) <u>DPIYC</u> GM Domain (4-5yrs)</p> <p>2a) <u>DPIYC</u> GM Domain (6-14 yrs)</p> <p>2b) <u>Physical Fitness Assess. for Special Needs</u> (6-14 yrs)</p> <p>2c) <u>PACER</u> Multi-Stage Shuttle Run (5-14 yrs)</p> <p>Or</p> <p align="center"><u>GP</u></p> <p>1) <u>PACER</u> Multi-Stage Shuttle Run (5-14 yrs)</p> | <p>Teachers will individually administer pre, mid and post tests; <u>Clerical site staff</u> will enter data into The Trust's data system; and <u>Data Analyst</u> will review data for accuracy and analyze reports for <u>Program Director</u> and <u>Program Planner</u> to assess and improve program performance and quality assurance and meet with key staff.</p> |

Compliance, performance and outcome testing and reporting requirements are outlined in Attachment C.

| Summer 2010 Outcomes | | | |
|--------------------------------------|--|---|---|
| Outcomes | Outcome Indicators | Data Source/ Measurement Tool | Data Collection & Management |
| Improve academic skills and literacy | 85% of children will improve or maintain oral reading skills | <u>GP</u> 1 Minute Oral Reading Fluency (5-14 yrs) | <u>Teachers</u> will individually administer pre and post tests; <u>Clerical site staff</u> will enter data into The Trust's data system; and <u>Data Analyst</u> will review data for accuracy and analyze reports for <u>Program Director</u> and <u>Program Planner</u> to assess and improve program performance and quality assurance and meet with key staff. |
| Improve cognitive skills | 85% of children will improve or maintain cognitive skills | <u>CWD</u> 1) <u>DPIYC Cog Domain</u> (4-5 yrs) 2) <u>Assessment Learning Profile Cognitive Domain</u> (6-14 yrs) | <u>Teachers</u> will individually administer pre and post tests; <u>Clerical site staff</u> will enter data into The Trust's data system; and <u>Data Analyst</u> will review data for accuracy and analyze reports for <u>Program Director</u> and <u>Program Planner</u> to assess and improve program performance and quality assurance and meet with key staff. |
| Improve physical health and fitness | 85% of children will improve or maintain fitness performance | <u>CWD</u> 1) <u>DPIYC GM Domain</u> (4-5yrs) 2a) <u>DPIYC GM Domain</u> (6-14 yrs) 2b) <u>Physical Fitness Assess. for Special Needs</u> (6-14 yrs) 2c) <u>PACER Multi-Stage Shuttle Run</u> (5-14 yrs) Or <u>GP</u> 1) <u>PACER Multi-Stage Shuttle Run</u> (5-14 yrs) | <u>Teachers</u> will individually administer pre and post tests; <u>Clerical site staff</u> will enter data into The Trust's data system; and <u>Data Analyst</u> will review data for accuracy and analyze reports for <u>Program Director</u> and <u>Program Planner</u> to assess and improve program performance and quality assurance and meet with key staff. |

Compliance, performance and outcome testing and reporting requirements are outlined in Attachment C.

4. Staff Qualifications:

Provider represents that all persons delivering the Services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and Services set forth in the Scope of Services (Attachment A) and to provide and perform such Services to The Children's Trust's satisfaction. All persons delivering the services described herein must be included in the Staffing Plan in Attachment B-Budget.

5. Ratios:

| | |
|--|--|
| School Year 2009/2010: | 4 Children (Slots) per 1 Direct Service Staff* |
| School Year for Children with Disabilities 2009/2010: | 4 Children (Slots) per 1 Direct Service Staff* |

| | |
|--|--|
| Summer 2010: | 4 Children (Slots) per 1 Direct Service Staff* |
| Summer for Children with Disabilities 2010: | 4 Children (Slots) per 1 Direct Service Staff* |

*Volunteers may only be counted towards the staff: slot ratio if they are screened and trained and their work days and times match what would be required for a paid staff member in the position a volunteer occupies.

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Overall Program Summary – Do not fill Overall Program Summary section. Complete Site Location sections displayed in blue ONLY. Formulas are in place to summarize all sites.

***This table lists projected dates and number of service days based on the available 2009-2010 school calendar. Dates may be revised based on changes to the MDCPS calendar.**

| Service Name | Service Start Date | Service End Date | Specific Dates | Maximum Number of days | Hours of Operation | Hours per day | General Population | Children with Disabilities | Total | Average # Proposed Sessions | Output Utilization Target |
|--|--------------------|------------------|---|------------------------|--------------------|---------------|--------------------|----------------------------|-------|-----------------------------|---------------------------|
| After School Days 2009-2010 | 08/24/09 | 05/09/10 | Number of days as per State statute | 180 | N/A | N/A | 4 | 20 | 24 | 180.00 | 4,320 |
| Saturdays | 08/01/09 | 07/31/10 | Includes every Saturday Specify dates below 2009: Sep 7, Nov 11 & 26 2010: Jan 16, Feb 15, May 31 & Jul 4 (observed Jul 5) Dec. 25 & Jan. 1 are listed under breaks in the school calendar | 52 | N/A | N/A | 0 | 0 | 0 | | 0 |
| Legal Holiday (Full Day) | N/A | N/A | 2009: Sep 28, Oct 19, Oct 30 2010: Jan 22, Mar 1, April 5, Jun 10, Jun 11 | 8 | N/A | N/A | 0 | 0 | 0 | | 0 |
| Teacher Planning Day (TPD) (Full Day) | N/A | N/A | 2009: Sep 28, Oct 19, Oct 30 2010: Jan 22, Mar 1, April 5, Jun 10, Jun 11 | 8 | N/A | N/A | 0 | 0 | 0 | | 0 |
| Thanksgiving/Winter/Spring Breaks (Full Day) | N/A | N/A | Thanksgiving: Nov 27 and Jan 1 Winter: Dec 21 - Jan 1, including Dec 25 Spring: March 29 - April 2 | 16 | N/A | N/A | 0 | 0 | 0 | | 0 |
| Full Day Types Aggregated for Data Tracker Purposes | | | | | | | | | | | |
| Summer Camp 2010 | 06/14/10 | 08/20/10 | Includes every day Mon-Fri, except Jul 4 Holiday (observed Jul 5) | 34 | 15 | 49 | 12 | 28 | 40 | 34.00 | 1,360 |

**The contract period to which the tables below relate ends July 31, 2010. However, in order for The Children's Trust Data System (Data Tracker) to calculate utilization rates for the entire Summer Camp 2010, please complete these tables through the intended completion of your entire summer 2010 program. If your program anticipates providing summer camp services beyond the July 31st contract end, please include that information in the column labeled August 2010. Please note, however, that the direct service expenses requested in the Summer 2010 contract budget can not exceed the number of days shown for the months of June & July. Expenses for Summer Camp days in August 2010, will be included in the 2010/2011 contract.

Children/Youth by Age Group - Add the total number of unduplicated Children / Youth estimated to be served for After-School and Summer by Age Group, as noted in the table above and in the Scope of Services. These are estimates to be used for Trust purposes only and will not be considered in assessing contract compliance.

| Estimated Ages | Young Children Ages Birth -5 years | Ages 6 - 12 years | Ages 13-18 years (up to 22 if serving CWD) | TOTAL |
|------------------|------------------------------------|-------------------|--|-------|
| After School Day | 5 | 17 | 2 | 24 |
| Summer 2010 | 2 | 35 | 3 | 40 |
| TOTAL | 7 | 52 | 5 | |

Eligible participants in The Children's Trust funded Out-of-School programs are school-age children ages 5 to 18 years. In addition, children with disabilities ages 18-22 who are still enrolled in K-12 programs and have not achieved a standard diploma may be served with Trust funding through the school year in which they turn 22. Further, only participants enrolled in daily after-school day services are eligible to participate in Trust-funded full day or Saturday services during the school year. The Children's Trust Out-of-School funding is not intended to be used to provide "drop-in" services.

Primary Food Source Key to be used below:

- Provided by Daily Bread
- Agency-Pay: Store Purchase
- Agency Pay: Caterer
- DOE/DOH Reimbursed: Store Purchased
- DOE/DOH Reimbursed: Catered
- Miami Dade Community Action Agency
- Miami-Dade County Schools
- Other DOE/DOH Food Sponsor-Identify
- Donated - Identify Source
- Other - Identify Source

Snacks obtained through Daily Bread Food Bank (reimbursed by TheChildren's Trust or DOH)
 The agency purchases food from local stores (Publix, Costco, Sysco, etc.). Agency pays for food using Trust funding, other funding or donations, or agency cash
 The agency purchases prepared food from local caterer. Agency pays for food using Trust funding, other funding or donations, or agency cash
 The agency purchases food from local stores (Publix, Costco, Sysco, etc.). Agency pays for food and is reimbursed by DOE/DOH
 The agency purchases prepared food from caterer. Agency pays for food and is reimbursed by DOE/DOH
 Snacks/lunches obtained through Miami-Dade Community Action Agency
 Snacks/lunches obtained through Miami-Dade County Public Schools
 Be Snacks/lunches obtained through any other DOE/DOH food sponsor. Identify the sponsor in the space provided.
 Snacks/lunches donated to the program. Identify the donor in the space provided.
 Snacks/lunches obtained through any other source. Identify the source in the space provided.

SITE LOCATION 1

Site Name: Sandor Wiener North If MDCCPS school-based site, list School Name: N/A Rent from County: N/A
 Site Address: 20000 NW 47 Ave Bldg#7 PO Box 173470 Hialeah 33017 City: Opa Locka Zip Code: 33055
 Phone Number: (305) 623-9631 Fax: (305) 623-9621
 Contact Person: Liz McGettigan Does your organization currently operate a program at this site (Y/N)? Y
 Phone Number: (305) 623-9631 After School Age Range: 4-14 Grade Range: Prek-8th
 et al. lmcgettigan@dadeschools.n Age Range: 4-14 Grade Range: 4-14
 E-mail: lmcgettigan@dadeschools.n Summer Exemption Letter? Y State if Pending or Not Applied: N/A
 DCF Child Care License Status: Site License? N Do you anticipate you will have openings for the Summer 2010 Camp (Y/N)? Y
 Does this site keep a waiting list (Y/N)? Y
 Source of After-School Snacks: Agency Pay: Caterer Source of Summer Camp Lunches & Snacks: Agency Pay: Caterer
 Name of Snack Kid Gourmet Name of Summer Camp Snack & Lunch Kid Gourmet
 Vendor/Sponsor/Donor/Other: Kid Gourmet Vendor/Sponsor/Donor/Other: Kid Gourmet
 After-School Food Other: Select From Drop Down List Source of Summer Camp Food Other: Select From Drop Down List

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

| Service Name | Service Start Date | Service End Date | Specific Dates | Number of days | | | Hours of Operation | Hours per day | General Population | Number of Children | | Total Units | Program Fees if Applicable | |
|-----------------------------------|--------------------|------------------|----------------|----------------|----------|----------|-----------------------|---------------|--------------------|----------------------------|-------|-------------|----------------------------|---------------|
| | | | | Jun-2010 | Jul-2010 | Aug-2010 | | | | Children with Disabilities | Total | | Registration Fee | Fee per Child |
| After School Days | 08/24/09 | 06/09/10 | N/A | 180 | | | 7:30-8:30am, 2-6:00pm | 5 | 2 | 10 | 12 | 2,160 | \$50.00 | \$50.00 |
| Saturdays | N/A | N/A | | | | | | | | | 0 | 0 | | |
| Legal Holiday | N/A | N/A | | | | | | | | | 0 | 0 | | |
| Teacher Planning | N/A | N/A | | | | | | | | | 0 | 0 | | |
| Thanksgiving/Winter/Spring Breaks | N/A | N/A | | | | | | | | | 0 | 0 | | |
| Summer Camp 2010 | 06/14/10 | 07/30/10 | N/A | 34 | 0 | 34 | 8:00 am - 6:00 pm | 10 | 6 | 14 | 20 | 660 | \$50.00 | \$50.00 |

SITE LOCATION 2

Site Name: Sandor Wiener South If MDCCPS school-based site, list School Name: N/A Rent from County: N/A
 Site Address: 11025 SW 84th St Cottage #5 City: Miami Zip Code: 33173
 Phone Number: (305) 279-3064 Fax: (305) 279-2922
 Contact Person: Vanessa Hughes Does your organization currently operate a program at this site (Y/N)? Y
 Phone Number: (305) 279-3064 After School Age Range: 4-14 yrs Grade Range: Prek-8th
 E-mail: vhughes@dadeschools.net Summer Exemption Letter: N State if Pending or Not Applied: Pending
 DCF Child Care License Status: Site License? N Do you anticipate you will have openings for the Summer 2010 Camp (Y/N)? Y
 Does this site keep a waiting list (Y/N)? Y
 Source of After School Snacks: Agency Pay: Caterer Source of Summer Camp Lunches & Snacks: Agency Pay: Caterer
 Name of Snack Kid Gourmet Name of Summer Camp Snack & Lunch Kid Gourmet
 Vendor/Sponsor/Donor/Other: Kid Gourmet Vendor/Sponsor/Donor/Other: Kid Gourmet
 After-School Food Other: Select From Drop Down List Source of Summer Camp Food Other: Select From Drop Down List

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

| Service Name | Service Start Date | Service End Date | Specific Dates | Number of days | | | Hours of Operation | Hours per day | General Population | Number of Children | | Total Units | Program Fees if Applicable | |
|-----------------------------------|--------------------|------------------|----------------|----------------|----------|----------|-----------------------|---------------|--------------------|----------------------------|-------|-------------|----------------------------|---------------|
| | | | | Jun-2010 | Jul-2010 | Aug-2010 | | | | Children with Disabilities | Total | | Registration Fee | Fee per Child |
| After School Days | 08/24/09 | 06/09/10 | N/A | 180 | | | 7:30-8:30am, 2-6:00pm | 5 | 2 | 10 | 12 | 2,160 | \$50.00 | \$50.00 |
| Saturdays | N/A | N/A | | | | | | | | | 0 | 0 | | |
| Legal Holiday | N/A | N/A | | | | | | | | | 0 | 0 | | |
| Teacher Planning | N/A | N/A | | | | | | | | | 0 | 0 | | |
| Thanksgiving/Winter/Spring Breaks | N/A | N/A | | | | | | | | | 0 | 0 | | |
| Summer Camp 2010 | 06/14/10 | 07/30/10 | N/A | 34 | 0 | 34 | 8:00am - 4:00pm | 8 | 6 | 14 | 20 | 660 | \$75.00 | \$75.00 |

ATTACHMENT B:

Fiscal Requirements, Budget and Method of Payment

**ATTACHMENT B
FISCAL REQUIREMENTS, BUDGET and METHOD OF PAYMENT**

Advance payment requests

The Children's Trust offers advance payments up to 15% of the total contract amount. Advance requests shall be limited to governmental entities and not-for-profit corporations, in accordance with subsection 216.181 (16) (b), F.S. The advance request is to include the amount requested and the justification. Advance payment requests must be submitted using the designated form and must be approved in writing by The Children's Trust's Contract Manager and Chief Financial Officer or their designee(s).

Advanced funds if not used shall be invested by the Provider in an insured interest bearing account, in accordance with subsection 216.181 (16) (b), F.S. Interest earned on advanced funds shall be returned to The Children's Trust on a quarterly basis or applied against the amount of the contract owed by The Children's Trust.

Advance payment

Within 60 calendar days of receipt of an advance, Provider shall report the actual expenditures paid by or charged to the advanced funds using the reporting "invoice" form provided by The Children's Trust. If the "invoice" amount is less than the amount advanced, The Children's Trust will deduct the difference from the next applicable monthly payment request. Provider may request, in writing, an extension of the repayment of the advance. A fiscal need must be clearly demonstrated and substantiated by the Provider in order for an extension request to be considered by The Children's Trust.

Budget revisions

Budget revision(s) require prior written approval from the Contract Manager and The Children's Trust's Chief Financial Officer or their designee(s). Request for budget revisions must be submitted to the Contract Manager using the appropriate form as determined by The Children's Trust. The Provider must request a budget revision to add, delete, and/or modify any line item(s). Budget revisions can not be used to modify the total contracted amount nor can they be used to modify the Scope of Services. No more than two (2) budget revisions may be approved during the contract term. Budget revision requests must be submitted sixty (60) days prior to the expiration of the Contract. Budget revisions will be incorporated into the Contract.

Indirect Administrative Costs

In no event shall The Children's Trust fund indirect administrative costs in excess of ten (10%) percent of the total contract amount.

Cost Reimbursement Method of Payment

The parties agree that this is a cost reimbursement method of payment contract; the Provider shall be paid in accordance with the approved budget and/or approved budget revision as set forth in this Attachment.

Invoice Requirements

The Provider shall submit an original request for payment, in the format prescribed by The Children's Trust and in accordance with the approved budget or approved budget revision(s). The request for payment is due on or before the fifteenth (15th) day of the month following the month in which expenditures were incurred (exclusive of legal holidays or weekends). The Children's Trust agrees to reimburse Provider on a monthly billing basis. The Children's Trust reserves the right to request any supporting documentation. A final request for payment (last monthly invoice of the contract term) from the Provider will be accepted by The Children's Trust up to forty-five (45) days after the expiration of this Contract. If Provider fails to comply, all rights to payment shall be forfeited.

If The Children's Trust determines that Provider has been paid funds not in accordance with this Contract, and to which it is not entitled, Provider shall return such funds to The Children's Trust or submit appropriate

documentation to support the payment. The Children's Trust shall have the sole discretion in determining if Provider is entitled to such funds in accordance with this Contract and The Children's Trust's decision on this matter shall be binding.

In the event that Provider, its independent auditor, or The Children's Trust discovers that an overpayment has been made, Provider shall repay said overpayment within thirty (30) calendar days without prior notification from The Children's Trust.

If the Provider fails to serve the number of participants and/or fails to utilize the funds in accordance with the Contract, The Children's Trust may amend the Contract to reduce the amount of dollars. Any delay in amendment by The Children's Trust is not deemed a waiver of The Children's Trust's right to amend or seek reimbursement for under-serving participants in accordance with the Contract.

In order for a request for payment to be deemed proper as defined by the Florida Prompt Payment Act, all requests for payment must comply with the requirements set forth in this Contract and must be submitted on the forms as prescribed by The Children's Trust. Requests for payment and/or documentation returned to Provider for corrections may be cause for delay in receipt of payment. Late submission may result in delay in receipt of payment. The Children's Trust shall pay Provider within thirty (30) calendar days of receipt of Provider's properly submitted Request for Payment and/or other required documentation.

The Children's Trust shall retain any payments due until all required reports or deliverables are submitted and accepted by The Children's Trust.

Supporting Documentation Requirements

The Provider shall maintain original records documenting actual expenditures and services provided according to the approved budget and scope of services as required.

Provider shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any client or other third party, for any Service covered by this Contract, and shall make all such records available to The Children's Trust upon request. Provider shall maintain a cost allocation methodology that it uses to allocate its costs. Such methodology shall be made available to The Children's Trust upon request.

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Areas In Blue to be completed by the Agency

GENERAL INFORMATION

Organization Name: SANDOR WIENER SCHOOL OF OPPORTUNITY
 Agency Fiscal Year : JULY 01. TO JUNE 30
 Program Title: OUT OF SCHOOL PROGRAM

AGENCY BUDGET

| Agency Source of Funding | Name of Source/ Department of Matching Funds for the Program Budget | Program Budget | Agency Budget | % of Agency Budget |
|--|--|----------------------|------------------------|-----------------------|
| <i>Trust Amount Requested</i> | | 374,698.00 | 374,698.00 | 34.5% |
| <i>Trust Other Funding</i> | | | | 0.0% |
| <i>Miami-Dade County Grants(Local)</i> | | | 621,650.00 | 57.2% |
| <i>Federal Grants</i> | | | | 0.0% |
| <i>State Grant</i> | | | 45,400.00 | 4.2% |
| <i>Foundations/Charitable Funds</i> | | | 22,000.00 | 2.0% |
| <i>Cash/Fees/Other Revenue</i> | | | | 0.0% |
| - Cash | | | | 0.0% |
| - Program Fees | Parents Registration & Supplies | 7,400.00 | 7,400.00 | 0.7% |
| - CDS Subsidies for School-Aged children | | | | 0.0% |
| - Other | | | | 0.0% |
| <i>In-Kind Contributions (Agency)</i> | Volunteers | 14,792.96 | 14,792.96 | 1.4% |
| | | | | 0.0% |
| | | | | 0.0% |
| | | | | 0.0% |
| Total Budget | | \$ 396,890.96 | \$ 1,085,940.96 | 100.0% |

| SALARIES: Position Name List Full-Time Employees | Annual Salary (12 Months) | Program Period 8/24/09 - 06/09/10 | | Program Period 10/06/10 - 07/30/10 | | After-School and Summer Requested Funding Total | Matching Funds Amount | Justification (Provide justification in each line by Program Period: After-School 09/10, Summer 2010) For all line items, show the calculations used to determine the amounts requested. |
|--|--|-----------------------------------|------------------|------------------------------------|------------------|---|-----------------------|--|
| | | After-School 2009/2010 | | Summer 2009/2010 | | | | |
| | | After-School Salary Equivalent | Requested Amount | Summer Salary Equivalent | Requested Amount | | | |
| Program Director | 75,300.16 | 63,715.52 | 15% | 11,584.64 | 1,737.70 | 14,295.02 | | After-School: \$36.20 p/hr. X 201 days X 1.31 hrs devoted. Summer 2010: \$36.20 p/hr. X 40 days X 1.20 hrs devoted. Employees paid Bi-weekly |
| Program Analyst/ Planner | 40,000.22 | 33,846.34 | 20% | 6,153.88 | 1,230.78 | 8,000.04 | | After-School: \$19.23 p/hr. X 201 days X 1.75 hrs devoted Summer 2010 \$19.23 p/hr. X 40 days X 1.60 hrs devoted Employees paid Bi-weekly |
| Data Analyst/DTS Specialist | 28,392.00 | 24,024.00 | 20% | 4,368.00 | 873.60 | 5,678.40 | | After-School: \$13.65 p/hr. X 201 days X 1.75 hrs devoted Summer 2010: \$13.65 p/hr. X 40 days X 1.60 hrs devoted Employees paid Bi-weekly |
| Site Director (OL=1/1 K=1/1) | 57,625.08 | 48,759.68 | 120% | 58,512.79 | 13,300.01 | 71,812.80 | | After-School: Average \$27.70 p/hr.X 201 days X 5.25 hrs devoted (2 employees) Summer 2010: Average \$27.70 p/hr.X 40 days X 6.00 hrs devoted (2 employees) Employees paid Bi-weekly |
| Registrar /Data Entry (OL=1/1 K=1/1) | 30,900.00 | 26,146.15 | 40% | 4,753.85 | 3,587.69 | 14,046.15 | | After-School: Average \$14.86 p/hr. X 201 days X 1.75 hrs devoted (2 employees) Summer 2010: Average \$14.86 p/hr.X 40 days X 3.02 hrs devoted (2 employees) Employees paid Bi-weekly |
| Teacher (OL=1/2 K 1/2) | 48,950.00 | 41,419.23 | 68% | 27,999.98 | 7,530.77 | 50,399.98 | | After-School: Average \$23.53 p/hr.X 201 days X 2.96 hrs devoted (2 employees) Summer 2010: Average \$23.53 p/hr. X 40 days X 5.95 hrs devoted (4 employees) Employees paid Bi-weekly |
| Paraprofessional (N=2/4, S=2/3) | 24,000.00 | 16,615.38 | 132% | 21,898.81 | 3,230.77 | 43,528.80 | | After-School: Average \$11.54 p/hr. X 201 days X 2.36 hrs devoted (4 employees) Summer 2010: Average \$11.54 p/hr. X 40 days X 6.69 hrs devoted (7 employees) Employees paid Bi-weekly |
| Teacher (OL=1/1) | 12,480.00 | 2,400.00 | 100% | 960.00 | 960.00 | 3,360.00 | | After-School: \$12.00 p/hr. X 20 hrs p/week X 10 weeks Summer 2010 : \$12.00 p/hr. X 20 hrs p/week X 4 weeks Employees paid Bi-weekly |
| Paraprofessional (OL=1/1, K=1/1) | 11,700.00 | 2,250.00 | 200% | 900.00 | 1,800.00 | 6,300.00 | | After-School: \$10.00 p/hr. X 22.5 hrs p/week X 10 weeks (2 employees) Summer 2010: \$10.00 p/hr. X 22.5 hrs. p/week X 4 weeks (2 employees) Employees paid Bi-weekly |
| Part-Time Total | | | | | | 9,660.00 | 0.00 | |
| TOTAL FTES/SALARIES | | | | | | \$214,421.20 | \$0.00 | |
| FRINGE BENEFITS | | | | | | | | |
| Fics/Mica | Rate: 7.65% | | | 16,403.22 | | | | |
| W-Comp's | Rate: 1.10% | | | 2,358.64 | | | | |
| Unemployment | Rate: 0.10% | | | 158.33 | | | | |
| Retirement | Rate: | | | 0.00 | | | | |
| Other Health Ins. | Specify & provide calculations Cost per Staff: \$121.80 | | | 1,705.20 | | | | |
| Life Ins. | Rate: \$5.72 | | | 148.72 | | | | |
| Long Term Disability | Rate: \$25.41 | | | 816.79 | | | | |
| TOTAL FRINGE BENEFITS | | | | \$8,687.01 | | \$26,932.32 | \$8,011.13 | |
| | | | | | | | | 798.00% |

| OPERATING EXPENSES: | After-School 2009/2010 | Summer 2009/2010 | After-School and Summer Requested Funding Total | Matching Funds Amount |
|--|------------------------|------------------|---|-----------------------|
| Travel (other than participants) | | | 0.00 | |
| Travel (participants) | 0.00 | 4,400.00 | 4,400.00 | |
| Meals (participants) | 1,917.00 | 5,916.00 | 7,833.00 | |
| Space (rent of a building) | 18,567.00 | 9,283.50 | 27,850.50 | |
| Utilities (e.g. telephone, janitorial services) | 17,520.00 | 8,760.00 | 26,280.00 | |
| Supplies - office (e.g. paper, printing, postage) | 4,960.00 | 2,456.03 | 7,416.03 | 7,440.00 |
| Supplies-program (e.g. curricula, books, standardized testing) | 7,200.00 | 3,600.00 | 10,800.00 | 10,800.00 |
| Non-Capital Equipment (less than \$1,000) (List each) | | | 0.00 | |
| Capital Equipment (greater than \$1,000) (List each) | | | 0.00 | |
| Professional Services (List each) | | | | |
| Nurse - Other Health Provider | 1,200.00 | 600.00 | 1,800.00 | |
| Swimming | 0.00 | 3,200.00 | 3,200.00 | |
| Staff Development | 3,000.00 | 1,000.00 | 4,000.00 | |
| Other (List each) | | | | |
| Volunteers (OL = 2/2, K=2/2) | | | | 15,646.40 |

Summer 2010: 8 Round Trips with rented Bus ride (4 per each site) using 2 buses p/trip at \$ 275.00 average . Using County approved air-conditioned buses with wheel chair capacity.

After-School: Average \$0.8875 p/snacks X 180 days X 24 children = \$3,844.80 @ 50% = \$1,917
Summer 2010: Average \$4.3500 snacks & meal X 34 days X 40 Children = \$5,916.00 @ 100%

After-School: K= Aprox. 5,000 sf. X \$2.0366 p/sf = \$10,183.44 (year) /12 months = \$848.62 X10 months = \$8,486.20 @ 40% = \$3,394.48 AND OL= Aprox. 6,069 sf X \$7.5 = \$45,517.50 (year) /12 = \$3,793.125 X10 months = \$37,931.25 @ 40% = \$15,172.5
Summer 2010: K= 848.62 X 2 months = \$1,697.24 AND OL = \$3,793.125 X 2 months = \$7,586.25 @ 100%

After-School: Utilities -\$15,000.00, Security & Maintenance \$20,000.00, Communications \$8,880.00 Total \$43,880 @40% = \$17,520.00
Summer 2010: Utilities \$3,000.00, Security & Maintenance \$4,000.00, Communications \$1,760.00 Total \$8,760.00 @ 100%

After-School: Office supplies \$7,500, Printing & Reproduction \$4,900.00 Total = \$12,400.00 @40% = \$4,960.00
Summer 2010: Office supplies \$1,473.03, Printing & Reproduction \$983.00 Total \$2,456.03 @ 100%

After-School: Program Supplies \$18,000.00 @ 40% \$7,200.00
Summer 2010: Program Supplies \$3,600.00 @ 100%

Students program curriculum materials, assessment tools, art supplies, paper, paint, crayons, glue, craft materials, and cleaning supplies for hygiene.

After-School: Nurse visiting once a month to Two centers X \$150.00 p/visit X 10 months = \$3,000.00 @ 40% = \$1,200.00
Summer 2010: Nurse visiting once a month to Two centers X \$150.00 p/visit X 2 months = \$600.00 RN/Health Care Provider to train staff and families on G-Tubes, nebulizers, general health issues. Provide consultation for students, and families health / medical issues / healthy well-being.

Summer 2010: Rate \$80.00 per child X 40 children (both sites). Safety swimming lessons for water exploration and skill development.
After-School: Aprox. \$7,500.00 @ 40% = \$3,000.00
Summer 2010: Aprox. \$1,000.00 @ 100%
Workshop in House, trainings, conferences, consulting.

SANDOR WIENER SCHOOL OF OPPORTUNITY, INC.

| | | | | | | |
|---|---------------------|---------------------|---------------------|--------------------|--|--|
| One-time Expenditure (List each) | | | | | | |
| Employee Background | 382.20 | 273.00 | 655.20 | | | After-School: Aprox. 14 screenings X \$68.25 each = \$955.50 @40% = \$382.20 Summer 2010: Aprox 4 screening X \$68.25 each = \$273.00 @ 100% |
| Field Trip Entrance Fees | | 1,640.00 | 1,640.00 | | | Summer 2010: Aprox. \$10.25 p/ child X 40 children X 4 different parks. Entrance Fees for children and chaperones to four different items parks. |
| TOTAL OPERATING EXPENSES: | \$54,746.20 | \$41,128.53 | \$95,874.73 | \$88,016.90 | | |
| Administrative/Indirect Costs (Can not exceed 10%) | 24,430.28 | 13,039.47 | 37,469.75 | | | |
| TOTAL BUDGET | \$244,323.23 | \$130,374.77 | \$374,698.00 | \$96,028.03 | | \$470,726.03 |

Staffing Plan must EXACTLY match the paid and in-kind staff, volunteers, consultants and sub-contractors described in Attachment A and Staffing Plan
 list in the Program Budget. Do not delete rows and adjust links to the Program Budget as necessary.

| If additional rows for staff positions were added in the Program Budget, please add rows below in the appropriate section and adjust the links to the Program Budget: | After School | | Summer | | Qualifications: Required Minimum Education & Experience | Justification Description of responsibilities related to the program described in Attachment A |
|---|--------------|-----------------|--------------|-----------------|---|--|
| | # of Staff** | Ratio Yes or No | # of Staff** | Ratio Yes or No | | |
| List Full-Time Employees | | | | | | |
| Program Director | 1 | N | 1 | N | Bachelor in Early Childhood Education or related field. Min. 3 years supervisory experience in running children's programs and meeting Funders' contractual requirements. | Supervises all aspects of program, and contract including staff, accreditation, quality assurance, families, curriculum implementation and training. |
| Program Analyst/ Planner | 1 | N | 1 | N | AA req (BA preferred) in management information systems or related field. | Reviews and analyses daily the program operations, needs, data and activities of contracted services for accountability and QA activities. Communicates and meets with program staff. |
| Data Analyst/DTS Specialist | 1 | N | 1 | N | AA req. in data related field. Knowledge of computer software systems. | Gathers, reviews, analyses data and creates reports for all aspects of the program and quality assurance. Communicates with program staff & Children's Trust re child/family information, completes quarterly reports, IT. |
| Site Director (OL=1/1 K=1/1) | 1 OL 1K | N | 1 OL 1K | N | BA in Education or related field req. 5 years experience. | Directs and supervises all aspects of the program on site including staff, curriculum, children, families, and accreditation standards. |
| Registrar /Data Entry (OL=1/1 K=1/1) | 1 OL 1K | N | 1 OL 1K | N | College credits req. Admin experience. | Assists Site Director, completes registrations, monitors attendance and maintains student records. Enters child information, assessment outcomes, attendance and survey data into in-house IT system. |
| Teacher (OL=1/2 K 1/2) | 1 OL 1K | Y | 2 OL 2K | Y | BA in Education or related field req. Certified with State preferred. Some experience. | Directs, implements, and supervises all aspects of curriculum program over 10 hour day. Administers and records all required individual child assessments. Provides 1-1 assistance for children with severe needs as needed. |
| Paraprofessional (N=2/4, S=2/3) | 2 OL 2K | Y | 4 OL 3K | Y | 55 hours req. Preferred CDA, GED/HS Diploma. Some experience. | Assists teacher in all aspects of the classroom including setting up and cleaning special activities in classroom and playground, assists with food service requirements for snacks and meals. Provides 1-1 assistance for children with severe needs as needed. To cover the hours the center is open, 10 hours a day for summer. |
| List Part-Time / Seasonal Employees | | | | | | |
| Teacher (OL=1/1) | 1 OL | N | 1 OL | N | BA in Education or related field req. Some experience. | Directs, implements, and supervises all aspects of curriculum program over 10 hour day. Administers and records all required individual child assessments. Provides 1-1 assistance for children with severe needs as needed. |
| Paraprofessional (OL=1/1, K=1/1) | 1 OL 1K | N | 1 OL 1K | N | 55 hours req. Preferred CDA, GED/HS Diploma. Some experience. | Floats and substitutes as needed to implement all aspects of the program in the classroom. |
| List Professional Services/ Subcontractors | | | | | | |
| Nurse - Other Health Provider | 1 | N | 1 | N | CNA req, RN / Nurse practitioner preferred / professional health care provider | Trains staff on G-tubes (feeding), nebulzers, general health issues. Provides consultation for student health/medical issues/healthy well being to teachers and families. |
| Swimming | 1 | N | 1 | N | Certified swimming instructor. | Instructs staff and chaperones in safety procedures and swimming strokes according to child level. |
| Staff Development | 1 | N | 1 | N | Qualified instructor and/or materials | Staff educational needs and requirements for Q.A |
| List: Volunteers ** | | | | | | |
| Volunteers (OL = 2/2, K=2/2) | 4 | N | 4 | N | | |

ATTACHMENT C:

Programmatic Data and Reporting Requirements

Attachment C Programmatic Data Reporting Requirements

The Provider shall submit to The Children's Trust individual participant demographics, attendance, and outcome data for all children participating in the program as noted in the Scope of Service (Attachment A). Reporting will include direct submission of information into the electronic web-based reporting system (Data Tracker), as well as outcome, narrative, and satisfaction survey reports, as noted below. Use of the Data Tracker System requires staff attendance at training and user login.

Minimum standards for performance are described in the sections below. The Children's Trust reserves the right to evaluate provider performance against the minimum standards and to reward providers exceeding the standards and to impose remedies on providers performing below the minimum standards.

PARTICIPANTS

Eligibility - Children eligible for The Children's Trust funded Out-of-School programs will be school-age children ages 5 to 18 years. In addition, children with disabilities ages 18-22 who are enrolled in K-12 programs and have not achieved a standard diploma may be served with Trust funding through the school year in which they turn 22.

Demographics - Children's demographics (including all the items noted below), shall be entered into the Data Tracker System within seven (7) days of program enrollment. All children's demographics shall be updated on an ongoing basis if and when new information is collected (i.e. new address, grade level, school).

The demographic characteristics of the population served are an estimate by the provider based upon the provider's stated target population. Compliance with this demographic characteristic will be measured at The Children's Trust's election during the year and is considered to be a material term of this contract.

Demographic information required for all children in attendance:

- Name (last, first, middle initial)
- Parent's name (last, first, middle initial)
- Street Address, City, and Zip Code
- Gender (male, female)
- Date of Birth
- Race (American Indian/Alaska Native, Asian, Black/African American, Pacific Islander, White, Other)
- Ethnicity (Hispanic, Haitian, Other)
- English proficiency (yes/no)
- Additional/Other language(s) spoken (English, Spanish, Haitian Creole, Other)
- Child's Social Security #
- Child's Miami-Dade County Public Schools ID Number
- Child's Current Grade Level
- Child's Current School
- Health Insurance (yes/no)
- Does child have a disability? (yes/no)
- Documentation of disability (Individualized Family Service Plan, Individualized Education Plan, Section 504 Plan, Medical diagnosis, diagnosis by a state certified/licensed professional, disability disclosed by the parent or guardian)
- If disabled, what type? [Autism Spectrum Disorders, Chronic Medical Condition, Developmental Delay, Emotional and/or Behavioral Disorder, Hearing Impairment (or deaf), Intellectual Disability (or mental retardation), Learning Disability, Physical Disability, Speech/Language Impairment, Visual Impairment (or blind), Other]

Children with Disabilities - The Children's Trust requires that programs will serve children with disabilities, regardless of disability type or level, provided they can be safely and reasonably accommodated.

ACTIVITIES

- Provider will ensure that approximately 75% of the program's operating hours are accounted for in planned activities.
- A representative Daily Schedule of Activities for each period contracted must be provided to The Trust during negotiations and shall reflect the activities, frequency, and intensity as outlined in Attachment A. Provider may modify the schedule(s), however, modifications that alter the type, frequency, intensity, and/or duration of the activities described in Attachment A will require a contract amendment. The current Schedule of Activities is to be posted in a visible location at each service site.

ATTENDANCE

Attendance refers to the actual number of children (with at least one day of attendance) participating in a program during a specific time frame. All children must have their demographic information entered in the Data Tracker System before they can be assigned credit for attendance. These children are enrolled and expected to regularly attend during after school days (not Full Days and/or Saturdays only) and/or summer camp days.

The Children's Trust recognizes that the number of children participating throughout the contract year may be higher than the number of contracted slots filled on a daily basis, and that not all children will attend their program every day. However, material compliance with this contract requires that during any measurement interval selected by The Children's Trust, 85% of the daily slots are occupied.

Attendance Compliance:

- Participant attendance for a given month shall be entered into Data Tracker by the fifteenth (15th) of the following month, exclusive of legal holidays or weekends.

Attendance Requirements:

- Days of Service – Refers to the number of days contracted to be delivered by providers during the school year and/or summer time. The Utilization Report in the Data Tracker System identifies this as, "Total offered sessions." During the school year 180 after-school days of service must be offered, and a minimum of 6 consecutive weeks (29 days) must be offered during the summer.
- Average Attendance Per Day – Refers to the sum of the number of children in attendance each day during a specific time period, divided by the total number of days in that time frame. All children with at least one day of attendance are counted towards the average attendance per day. This calculation tells us, on average, how many of the program's contracted slots/seats are filled on any given day. A minimum of 85% of slots contracted for participating children will be occupied on a daily basis.
- Retention Rate – Refers to the average number of days each child has attended the program based on the child's first day of attendance. The retention rate speaks to participant engagement. The total days of attendance for each child is divided by the actual number of program days offered between the child's first and last days of attendance. Only children enrolled in the program for at least 60 calendar days will be included in the school year retention rate calculation. This ensures that retention for each child is calculated based on the maximum number of days that each individual child can attend the program. Participants are expected to attend a minimum of 60% of program days offered (3 out of 5 of weekly sessions).
- Utilization – Calculates the total utilization for each indicated output. "Actual" utilization is calculated by summing the total number of days attended by all participants (with at least 1 day of attendance). "Proposed" utilization is based on the total number of proposed or contracted slots multiplied by the total number of proposed sessions. The actual utilization during the selected time frame is then divided by the proposed utilization. In short, this percentage will tell you how often each output is being accessed/used by participants. The Trust requires that providers complete a minimum of 85% of the units of service contracted (child/days).

OUTCOME TESTING

The purpose of evaluation is to promote improvements in outcome achievement and facilitate changes in program practices that result in better outcomes. To that end, we expect that all children will be evaluated and that all children (and programs) can improve as result. All children attending OOS programs must be tested using the Oral Reading Fluency (ORF) to assess oral reading skills, and results must be entered in the Data Tracker System. If a fitness outcome is part of the contract, the Progressive Aerobic Cardiovascular Endurance Run (PACER) must be used, and results must be entered in the Data Tracker System.

However, the original format of ORF and PACER may not be appropriate for all children with disabilities. In most cases, The Trust requires that adaptations are made to the ORF and/or PACER assessments. To address specific goals that are unique to the needs of a given individual, alternative assessments are conducted for individuals who are incapable of responding or performing via the standard (or even adapted) ORF and/or PACER assessment methods. Alternate measures will be identified during contract negotiations, and if needed, alternate outcome indicators will be developed based on previous performance levels.

Data for assessments other than ORF and PACER must be reported in a customized Excel spreadsheet, the Outcome Measures and Results Report. This report is submitted electronically to The Children's Trust by the applicable report due dates outlined in this document.

Testing Compliance - For all outcomes contracted, administration must be as follows:

School Year

- Pre-test - 100% of children will be tested within 30 calendar days of enrollment, regardless of when enrollment occurs.
- Mid-point test - 100% of children with at least one day of attendance between December 1st and January 15th must be tested within that timeframe.
- Post-test - 100% of children with at least one day of attendance between May 1 and May 31 must be tested within that timeframe. Post-tests are also to be administered to children who withdraw from the program during the year when prior notice is given.

Summer

- Pre-test - 100% of children will be tested within 14 calendar days of their first day of attendance, regardless of when enrollment occurs. Post-tests administered in the after-school program may serve as pre-tests for returning children if they were administered within 2 weeks of the child's starting date in the summer camp program.
- Post-test - 100% of children in attendance will be tested during the final 14 calendar days of the summer program or no later than July 31st if the Provider will not be funded by The Children's Trust for Out-of-School services after that date. All children in attendance for at least one day during the test administration timeframe are required to be tested.

Data Entry Requirements - Scores for the Oral Reading Fluency (ORF) and the Progressive Aerobic Cardiovascular Endurance Run (PACER) test shall be entered in Data Tracker as follows. If the due date falls on a weekend/holiday, then reports are due the following business day.

School Year

- Pre-test - By the fifteenth (15th) day of the month following the month in which the tests were administered
- Mid-test - By January 31, 2010
- Post-test - By June 15, 2010

Summer

- Pre-test - By the fifteenth (15th) day of the month following the month in which the tests were administered
- Post-test - By September 15, 2010

Matched Sets Compliance – Matched sets refer to those children with at least 2 tests within a review period.

School Year

- 90% of children enrolled for 90+ days by January 15th will have been tested at least twice (based on number of calendar days between the first day of attendance through January 15, 2010).
- 95% of children enrolled for 90+ days by May 31st will have been tested at least twice (based on number of calendar days between the first day of attendance through May 31, 2010).

Summer

- 90% of children enrolled for 30+ days by the end of the program will have been tested at least twice (based on number of calendar days between the first day of attendance through the last day of the program)

Outcome Achievement – Providers are expected to meet the following performance standards on the ORF for oral reading skills, PACER for fitness performance, and social skills measures. Data for all children with matched sets will contribute towards these performance goals:

School Year

- 85% of children will improve oral reading skills at the mid-point; 90% at end-of-year
- 75% of children will improve fitness performance at the mid-point; 85% at end-of-year (if contracted)
- 85% of children will improve social skills at the mid-point; 90% at end-of-year (if contracted)

Summer

- 85% of children will improve or maintain oral reading skills
- 85% of children will improve or maintain fitness performance (if contracted)
- 85% of children will improve or maintain social skills (if contracted)

QUARTERLY PROGRAM NARRATIVE REPORT

The Program Narrative Report captures a report of program's successes, challenges, support needed, incidents, and volunteer participation. A standard Word document format is provided and available in the Trust website for download. The report must be submitted quarterly to The Trust.

SATISFACTION SURVEYS

Satisfaction surveys must be administered to 100% of children, youth, and their parents once during the school year in March and once during the summer. Providers have two options to administer the surveys to children, youth, and parents:

1. Online through Survey Monkey – Children and parents may opt to take the survey online. This is the recommended option due to ease of administration and reporting.
2. Paper and pencil - Give a hard copy to each participant and his/her parent(s). Providers must enter all satisfaction survey results in the standard spreadsheet found at: http://www.thechildrenstrust.org/index.php?option=com_content&view=article&id=286&Itemid=304 and submit electronically to The Trust.

TRAINING AND QUALITY IMPROVEMENT

The Children's Trust offers a variety of trainings on important topics to improve service delivery and contract compliance, enhance administrative capacity, and support program and employee development. The Provider is required to ensure attendance by appropriate agency and/or program staff at the following trainings annually: Oral Reading Fluency, Progressive Aerobic Cardiovascular Endurance (PACER), Data Tracker System, School-Age Care Environmental Rating Scale (SACERS), New and Renewal Contract Development and Contract Management trainings, Quarterly Provider Meetings, and other topical trainings offered throughout the year. In addition, full participation is required with Project RISE, the All Children Together (ACT) Resource Network, and other Trust-funded initiatives that may be appropriate.

Project RISE (<http://cps.nova.edu/projectrise/>)

The Children's Trust requires that providers fully participate with Project RISE (Research, Inspiration, Support, and Evaluation), a quality improvement initiative offered to support and improve Trust-funded out-of-school services. The major components of Project RISE include:

- Training and dissemination of local program quality standards, as well as support for participant outcome evaluation and measurement (including for the required Oral Reading Fluency and PACER testing);
- Support of program quality assessment and improvement planning using the School-Age Care Environmental Rating Scale (SACERS) – the required quality monitoring tool for self-evaluation and improvement; and
- Provision of group and individual provider training, technical assistance, supports and incentives for ongoing quality improvement, including specific guidance on developmentally-appropriate and culturally competent program activity design and implementation, curriculum choices, and content consultation (e.g., specific reading, fitness, social skills activities), as well as expert consultation to align program resources and outcomes to Trust standards.

All Children Together (ACT) Resource Network (http://ccdhs.org/act/about_act/)

The Children's Trust requires that providers will attend trainings to educate them about the inclusion of children with disabilities as required from time to time during the contract year. Inclusion requires that programs will be appropriately adapted to meet the needs of all participating children. The All Children Together (ACT) Resource Network is a resource available to offer training, technical assistance, mentoring, and consultation regarding provision of services to children with disabilities.

REPORT DUE DATES

| | Due Date | What to Report |
|----------------------------------|--------------------|--|
| School Year 2009-2010 | October 15, 2009 | 1. Outcome Measures and Results Report: Initial Report (Number of Pre-tests administered) (Excel, if applicable) 2. Program Narrative Report (Word) |
| | January 31, 2010 | 1. Outcome Measures and Results Report: Mid-Year Report (Excel, if applicable) 2. Program Narrative Report (Word) |
| | April 15, 2010 | 1. Program Narrative Report (Word) 2. Satisfaction Survey Results (Excel and/or Survey Monkey) |
| | June 15, 2010 | 1. Outcome Measures and Results Report: End-of-Year Report (Excel, if applicable) 2. Program Narrative Report (Word) |
| Summer Camp 2010 | September 15, 2010 | 1. Summer Outcome Measures and Results Report (Excel, if applicable) 2. Summer Program Narrative report (Word) 3. Satisfaction Survey (Excel and/or Survey Monkey) |

***If the due date falls on a weekend/holiday, then reports are due the following business day.**

The provider shall create and/or update annually their agency and program profiles and site(s) information in the Community Resource Directory maintained by Switchboard of Miami to facilitate referrals to Children's Trust-funded services. Provider shall maintain accurate information including adding or deleting sites. Evidence that the profile(s) have been created or updated must be provided to the Contract Manager within 30 days of execution of this contract.

Attachment D
Program Specific Audit Requirements

The Program Specific Audit is to encompass an audit of The Children's Trust contract(s) as follows:

- Submission of: (a) schedule of total expenditures, reflecting expenditures during the audit period for each The Children's Trust contract by contract number; (b) If applicable, audit of attendance or other applicable unit for contracts whereby the method of payment is the unit based method of payment as specified in Attachment B; (c) summary of schedule of prior audit findings, (d) disclosure of any significant finding(s) relating to The Children's Trust contract(s), (e) disclosure of all questioned costs and liabilities due to The Children's Trust, with a reference to the contract number involved, and (f) a recommendation for a corrective action plan on any finding;
- Report whether the schedule of expenditure(s) is fairly stated;
- Provide notes to the schedule of expenditures that describe the significant accounting policies used in preparing the schedule;
- Report whether contractual matching requirements were met, if applicable;
- Report whether the provider has internal controls in place to provide reasonable assurance of compliance with The Children's Trust applicable contractual requirements and on the reliability of financial operations.
- The auditor must include in their testing: testing of the budget versus the actual expenditure for contracts reimbursed on the cost reimbursement payment method, testing for double billing i.e. billing under The Children's Trust contract the same expenditure that is billed under another contract and/or revenue source, testing for the supplanting of funds, testing of match requirements, if applicable, and testing of attendance or other unit if the method of payment is other than a cost reimbursement payment method.

The auditor's report(s) as to the program specific audit shall state that the audit was conducted in accordance with the program specific audit requirements listed in The Children's Trust contract(s) and include the following:

An opinion (or disclaimer of opinion) as to whether the financial statement(s) of the provider is presented fairly in all material respects in conformity with the stated accounting policies;

An opinion (or disclaimer of opinion) as to whether the schedule of expenditures is presented fairly in all material respects in conformity with the stated accounting policies;

A report on internal control related to The Children's Trust contract(s), which shall describe the scope of testing of internal control and the results of the tests;

A report on compliance which includes an opinion (or disclaimer of opinion) as to whether the auditee complied with laws, regulations, and the provisions of contract(s) with The Children's Trust which could have a direct and material effect on the program; and

A schedule of findings and questioned costs for The Children's Trust contract(s) that includes a summary of the auditor's results relative to The Children's Trust and findings and questioned costs.

ATTACHMENT E

Affidavit for Level 2 Background Screenings

Affidavit Affirming Compliance with Background Screening for Provider Personnel and/or Volunteers, Subcontracted Personnel, as applicable

In accordance with Sections 943.0542, 984.01, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, and pursuant to the requirements of Paragraph Q. Employee Background Screening of this Contract, the undersigned affiant makes the following statement under oath, under penalty of perjury, which is a first degree misdemeanor, punishable by a definite term of imprisonment not to exceed one year and/or a fine not to exceed \$1,000, pursuant to Sections 837.012 and 775.082, Florida Statutes.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared (Agency CEO/Executive Director) Authorized Provider Representative

of (Provider Name), who being by me first duly sworn, deposes and says:
Name of Contracted Provider

I swear and affirm that the above-named contracted Provider is compliant with the requirements for personnel background screening detailed in Sections 943.0542, 984.01, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable, for all personnel having direct contact with children.

(Signature of CEO/Exec Dir/HR Dir) Date:

Sworn to and subscribed before me at Miami-Dade County, Florida this ___ day of ___, 2009 by _____.

Who is personally known to me
Who produced identification:
Type of identification

Signature of Notary Public
State of Florida at Large

Print, type or stamp name of notary public

My Commission Expires:

ATTACHMENT – 6

- Rent Contract - North



Sandor Wiener School of Opportunity, Inc.
North Campus
20000 N.W. 47 Avenue, Bldg. # 7 Miami, FL 33055
Phone # (305) 623-9631 Fax (305) 623- 9621
Mailing address: P.O. Box 173470 Hialeah, FL 33017-3470

"Student's will be considered for admission without regard to ethnicity, national origin, race, religion or gender"

Steven W. Mayers
Real Estate Development
General Services Administration
Miami-Dade County
111 N.W. First Street, Suite 2460
Miami, Florida 33128

August 24, 2009

Dear Mr. Mayers;

Sandor Wiener School of Opportunity formally requests to exercise the renewal option of extending the term of the current lease agreement at Landmark for an additional 1-year. With funding cuts from local and state funding for children with disabilities, we hope that our rent amount will continue to be the same.

The school is also interested in remaining on the Landmark property and being part of the future development. When planning for these developments please remember that many of our children are wheel chaired bound. The school of Sandor Wiener would need to be on the first floor of any new building and must have a number of handicapped bathrooms; ADA approved doorways, and be close to an area where a playground can be utilized for our students.

Sandor Wiener School, students, parents, staff, management team and Board would like to thank you for your service and guidance through out the years. Together through our collaboration, we do serve the county's neediest families.

Respectfully,

Vickie G Burley

Vickie Burley
Sandor Wiener School of Opportunity
Program Coordinator



Henry Neyra

From: Mayers, Steven (GSA) [smayers@miamidade.gov]
Sent: Sunday, November 08, 2009 9:53 AM
To: aline44@aol.com
Cc: Henry Neyra; Imcgettigan@dadeschools.net
Subject: RE: Sandor Wiener North Lease Renewal

Good afternoon Ms. Burley,

Please be advised that Miami-Dade County is currently working on a lease renewal for your review and consideration. Typically, because this matter will not need approval by the Board of County Commissioners, I have found that the renewal document should arrive to you approximately a month before the expiration of the lease. If, by chance, you need to see the renewal document sooner, please do not hesitate to let me know.

Thank you in advance for your time and attention to this matter.

Steven

Steven W. Mayers
 Real Estate Development
 General Services Administration
 Miami-Dade County
 111 N.W. First Street, Suite 2460
 Miami, Florida 33128
 Tele: (305) 375-1688
 Fax: (305) 375-1157
 Email: smayers@miamidade.gov

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Please consider the environment before printing this e-mail

From: aline44@aol.com [mailto:aline44@aol.com]
Sent: Friday, November 06, 2009 4:18 PM
To: hneyra@arcsofla.org; Imcgettigan@dadeschools.net; Mayers, Steven (GSA)
Subject: Sandor Wiener North Lease Renewal

Dear Henry ARC controller

Below within the body of this e-mail you will find previous correspondence between Miami Dade County GSA and myself regarding the renewal of Sandor Wiener North lease. As you can see this request was submitted in August.

Attached is the letter he requested to secure this option. I have called and e-mailed Mr. Mayer to find out the status of the renewal lease, and the importance of it for MDCPS but have heard back from him at this time. I have included Mr. Mayer and Liz Mcgettigan the school's director in this e-mail for further reference

11/10/2009

Henry Neyra

From: aline44@aol.com
Sent: Friday, November 06, 2009 4:18 PM
To: Henry Neyra; Imcgettigan@dadeschools.net; smayers@miamidade.gov
Subject: Sandor Wiener North Lease Renewal
Attachments: S_Mayer_SW_lease_letter.doc

Dear Henry ARC controller

Below within the body of this e-mail you will find previous correspondence between Miami Dade County GSA and myself regarding the renewal of Sandor Wiener North lease. As you can see this request was submitted in August.

Attached is the letter he requested to secure this option. I have called and e-mailed Mr. Mayer to find out the status of the renewal lease, and the importance of it for MDCPS but have heard back from him at this time. I have included Mr. Mayer and Liz Mcgettigan the school's director in this e-mail for further reference and documentation purposes.

Vickie Burley
 Sandor Wiener Schools
 Program Director
 5555 Biscayne Blvd.
 Miami, Florida 33137
 305-759-8500 ext 149
 305-215-7272 cell

-----Original Message-----

From: aline44@aol.com
 To: smayers@miamidade.gov
 Sent: Mon, Aug 24, 2009 11:33 am
 Subject: Sandor Wiener School Lease Renewal letter

Dear Mr. Mayers,
 Attached is an electronic version of Sandor Wiener School's lease renewal letter, per your request. A hard copy will be send to your office as well. Contact me if you need to discuss anything else. Thank you.
 Vickie Burley

Sandor Wiener School of Opportunity
 305-759-8500 ext 149

From: Mayers, Steven (GSA)
Sent: Tuesday, June 16, 2009 12:43 PM
To: 'Mcgettigan, Elizabeth J.'
Cc: 'aline44@aol.com'
Subject: Re: Sandor Wiener School of Opportunity -- Lease Renewal

Good afternoon Liz,

As you may recall, there is an existing lease agreement between the Sandor Wiener School of Opportunity and Miami-Dade County. The lease was entered into on March 11, 2008, and is scheduled to expire on January 31, 2010.

The lease agreement contains an option to renew or extend the lease term for two (2) additional one (1) year terms, upon the same terms and conditions, except that the rental amount shall be increased by three (3%) percent for each option period (see Article 23).

Therefore, at this time, Miami-Dade County would like to determine from you whether or not Sandor

Wiener would like to extend the lease term for an additional one (1) year term.

At your earliest convenience, please notify me of whether or not the organization would like to extend the lease term.

In addition, and in a much more broader prospective, Miami-Dade County would like to determine if the Sandor Wiener School of Opportunity is interested in remaining on the Landmark property and being part of the future development. At this point in time, it is much too early to determine exactly where on the Landmark property Sandor Wiener School of Opportunity would be located, but if the organization would like to be considered for incorporation into the future plans for the property, please notify me of such information.

Thank you in advance for your time and attention to this matter.

Steven W. Mayers
Real Estate Development
General Services Administration
Miami-Dade County
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Tele: (305) 375-16 88
Fax: (305) 375-1157
Email: smayers@miamidade.gov

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BT - 3

N

LEASE AGREEMENT

This Lease Agreement (hereinafter "Agreement") made on this 11th day of ^{MAR.} January, 2008, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "Landlord," and SANDOR WIENER SCHOOL OF OPPORTUNITY, INC., a not-for-profit Florida corporation, hereinafter referred to as the "Tenant".

RECITALS:

WHEREAS, on or about September 30, 2005, the Landlord and Tenant entered into a Permit Agreement wherein the Landlord agreed to allow the Tenant (formerly the "Permittee"), for a one (1) year term, to use County-owned property for a charter school and for ancillary office/storage space. The term of that Permit Agreement terminated on September 30, 2006; and

WHEREAS, the above-mentioned Permit Agreement contained an option to renew the Permit Agreement for an additional one (1) year term so long as certain conditions were met by the Tenant (formerly the "Permittee"). And that option to renew the Permit Agreement was exercised, and the term of the Permit Agreement was extended for an additional one (1) year term, which expired on September 30, 2007; and

WHEREAS, on or about September 28, 2007, the parties entered into a First Amendment to Permit Agreement, to extend the term of the Permit Agreement for a four (4) month term, or until a lease agreement between the parties is entered into, which ever is sooner. The First Amendment to Permit Agreement will terminate on January 31, 2008; and

WHEREAS, the parties desire to continue and expand their relationship into a lease agreement for a two (2) year term, with certain restrictions and limitations as defined and outlined in this Agreement;

NOW, THEREFORE, the Landlord and the Tenant hereby mutually understand and agree that they have knowingly and voluntarily entered into this Agreement.

WITNESSETH:

The Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant and Tenant hereby agrees to lease from Landlord the demised premises described as follows:

ARTICLE 1
INCORPORATION OF RECITALS

1.01 The parties hereto agree that the foregoing recitals are true and correct, and are incorporated herein by reference.

ARTICLE 2
DESCRIPTION OF PREMISES

2.01 Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord:

Approximately 6,069 rentable square feet comprised of Building 7A, Building 7B, and Building 7C, and land immediately surrounding these buildings and ancillary parking areas located at 20600 NW 47th Avenue, Miami, Florida 33055 (the "Premises"). The entire property located at 20600 NW 47th Avenue, Miami, Florida 33055 is a property commonly referred to as the Community of Landmark. The Community of Landmark is depicted on the attached map, marked Exhibit "A" and incorporated herein by reference, and the Premises is shown on the attached diagram, marked Exhibit "B", and incorporated herein by reference.

2.02 Landlord and Tenant agree that the foregoing square footage is only an approximation of size, as the Premises has not been duly measured by the Landlord. Further, the Tenant is fully aware of

the size of the Premises and has determined that it is sufficiently suited for its intended purposes.

2.03 Notwithstanding anything to the contrary contained herein, the Premises have been inspected by the Tenant who accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, and who understands and agrees that the Landlord does not offer any implied or expressed warranty as to the condition of the Premises and/or whether it is fit for any particular purpose.

ARTICLE 3 TERM

3.01 The term of this Agreement shall commence on February 1, 2008, and the Landlord and Tenant agree that this Agreement is scheduled to terminate on January 31, 2010 (hereinafter "Termination Date").

3.02 This Agreement shall terminate on the Termination Date or at the end of any extension or renewal thereof, without the necessity of any notice from either the Landlord or the Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding Tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding Tenant and/or developer.

3.03 If Tenant shall be in possession of the Premises after the Termination Date, in the absence of any agreement extending the term hereof, the tenancy under this Agreement shall become one of month-to-month, terminable by either party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and

obligations of this Agreement.

ARTICLE 4
RENT

4.01 Tenant covenants and agrees to pay to Landlord as rental for a term of two (2) years, commencing upon February 1, 2008, and terminating on January 31, 2010, at the rental rate of Seven Dollars and Fifty Cents (\$7.50) per square foot, for and at a total rental of Forty-five Thousand Five Hundred Seventeen Dollars and Fifty-six Cents (\$45,517.56) per year, payable in twelve (12) equal monthly installments of Three Thousand Seven Hundred Ninety-three Dollars and Thirteen Cents (\$3,793.13), and payable on the first (1st) day of every month to the Board of County Commissioners, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein. The parties also acknowledge and agree that the October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year, for each calendar year.

4.02 Tenant further agrees that it shall pay the rent when due and payable, without setoff, deduction or prior demand whatsoever. Tenant shall pay the rent without any stipulation, restriction, condition, reservation of right, or any other limitation. If Tenant shall fail to pay rent or any portion of the rent, within seven (7) calendar days of when it is due, Tenant shall be obligated to pay a late payment charge equal to the greater of One Hundred (\$100.00) Dollars or ten (10%) percent of any rent payment not paid when due to reimburse Landlord for its additional administrative costs. In addition, any rent payment which is not paid within seven (7) calendar days after the due date shall bear interest in the amount of the highest of either six (6%) percent or the highest legal rate of interest as permitted by the State of Florida.

4.03 Tenant also agrees that should it be in possession of the Premises after the Termination

Date, or any renewal or extension thereof, that it shall, in addition to being liable to the Landlord for any and all damages as a result of such hold over, be obligated to pay One Hundred Fifty (150%) percent of the rental rate in existence immediately prior to the period of hold over.

ARTICLE 5
PERMITTED USE OF PREMISES

5.01 Tenant shall occupy the Premises upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the Premises for the Permitted Use and for no other purpose whatsoever.

5.02 The Premises shall be used by Tenant solely for a charter school, and for ancillary office/storage space.

5.03 Tenant shall cause its business to be conducted and operated in such a manner as to assure that such operation is in compliance with any and all laws, ordinances, rules and/or regulations, of all federal state and local governmental agencies.

5.04 Tenant agrees that no changes in the use of the Premises are permitted without the expressed prior written permission of the Landlord. Upon failure of the Tenant to operate the Premises in accordance with the approved use, as herein stated above, this Agreement shall automatically terminate and become null and void, and any and all improvements on or to the Premises shall become the property of the Landlord.

ARTICLE 6
CONDITION OF PREMISES

6.01 Tenant hereby accepts the Premises in its "as-is" and "where-is" condition, with any and all

faults, as it is in at the beginning of this Agreement. Landlord makes no expressed or implied warranty as to the condition of the Premises and/or whether the Premises is habitable or fit for any particular use or purpose. The Landlord expressly refuses to extend and specifically denies any implied warranty as to the condition to the Premises or any of the structures.

6.02 Landlord and Tenant further agree that the Tenant shall be solely responsible for obtaining, securing and/or maintaining any and all permits and licenses, including, but not limited to, building permit(s) and occupancy license(s). Tenant agrees to be solely responsible for the cost to obtain any type of permit(s) and/or license(s).

6.03 The parties hereby expressly acknowledge and agree that Tenant shall not occupy or otherwise utilize any portion of the Premises where a particular permit or license is necessary for occupancy or operation when Tenant does not have such permit or license for any reason whatsoever, and Tenant shall refrain from such occupancy and/or operation unless and until the Tenant has secured, in hand, the appropriate permit(s) and/or license(s) which authorize and warrant the use of such portion or area(s) of the Premises as contemplated under this Agreement, and Tenant has also has fully complied, also at its sole cost and expense, with any and all building and fire codes.

6.04 Tenant acknowledges and agrees that the Premises is in need of extensive repair and maintenance, and accepts fully responsibility to repair and maintain the premises, including, but not limited to, addressing structural problems, complying with the American with Disabilities Act (and related state and local laws and regulations), matters involving lead based paint, and issues involving asbestos.

6.05 Tenant acknowledges and agrees that Landlord's future plans include the demolition of all or mostly all of the structures currently on the Community of Landmark property, including, but not limited to, the Premises.

ARTICLE 7
UTILITIES

7.01 Landlord shall, during the term hereof, shall pay any and all charges for water and electricity used by the Tenant. However, Tenant shall be solely responsible for the maintenance and repair of any and all water lines, sewer pipes and/or electrical lines or wiring leading from any structure leased by the Tenant to the main line, pump station, or in the case of electrical service, to the utility pole.

7.02 Tenant agrees that at its sole cost and expense, to examine, regularly maintain and if necessary improve machinery, equipment and systems relating to any and all utilities, including, but not limited to, any and all water lines, sewer pipes and/or electrical lines or wiring leading from any structure leased by the Tenant to the main line, pump station, or in the case of electrical service, to the utility pole.

ARTICLE 8
MAINTENANCE

8.01 Tenant agrees to maintain and keep in good repair, condition, and appearance, during the term of this Agreement, or any extension or renewal thereof, at its sole cost and expense, the exterior of the Premises, including but not limited to, all building structures (from the roof to the foundation), and any and all infrastructure (lines, pipes, wiring) leading to any structure which is part of the leased Premises, as well as any and all vegetation, including all grass, hedges, trees, and plants which are near or about any such structures. Tenant shall be responsible for properly maintaining all vegetation between a structure and the nearest roadway.

8.02 Tenant, at its expense, shall maintain and keep free of debris all parking areas, pathways, walkways, and/or sidewalks adjacent to or leading to or from any structure which is part of the leased Premises.

8.03 Tenant further agrees to maintain and keep in good repair, condition, and appearance, during the term of this Agreement or any extension or renewal thereof, the interior of the Premises. Tenant shall be solely responsible for and shall repair any damage caused to the Premises as a result of Tenant or Tenant's agents, employees, invitees, or visitors use of the Premises, ordinary wear and tear excepted. Without limiting the generality of the foregoing, Tenant will keep the interior of the Premises, together with all electrical, plumbing and other mechanical installations and systems therein in good order and repair, and will make all replacements from time to time required thereto at its expense; and will surrender the Premises at the expiration of the term or at such time as it may vacate the Premises in as good condition as when received. Landlord shall notify Tenant after discovering any damage which Tenant is responsible for repairing and Tenant shall make the necessary repairs promptly after said notice, or shall promptly pay Landlord for the cost of such repairs.

8.04 In regard to the general maintenance and occupancy of the Premises, Tenant will at its expense: (a) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Premises; (e) keep all mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could disturb adjacent landowners, occupiers or tenants, (f) prevent any objectionable odors to emanate or to be dispelled from the Premises; (g) comply with and observe all rules and regulations established by the Landlord from time to time which apply generally to all tenants in the surrounding Community of Landmark area; and (h) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar not-for-profit organizations.

8.05 Any damage or injury sustained by any person because of mechanical, electrical, plumbing

or any other equipment or installations, whose maintenance and repair shall be the responsibility of Tenant, shall be paid for by Tenant, and Tenant shall indemnify and hold Landlord harmless from and against all claims, actions, damages and liability in connection therewith, including, but not limited to attorneys' fees, other professional fees, and any other cost which Landlord may reasonably incur.

ARTICLE 9 **DESTRUCTION OF PREMISES**

9.01 Tenant shall be responsible for and shall repair any and all damage caused to the Premises as a result of Tenant's use of the Premises or any vandalism, malicious mischief or criminal acts thereto. The Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises. Tenant is responsible for maintaining, replacing and/or repairing any damaged real property, personal property and/or structure belonging to the Landlord, and without any abatement in rent.

9.02 In the event the Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Premises are rendered untenable or unfit for the purpose of Tenant, either party may cancel this Agreement by the giving of thirty (30) days' prior written notice to the other. If either the entire Premises or any structure(s) which is part of the leased Premises is partially damaged due to Tenant's negligence, but not rendered unusable for the purposes of this Agreement, the same shall be immediately repaired by Tenant from proceeds of the insurance coverage and/or at its own cost and expense and there shall be no abatement in rent. If the damage shall be so extensive as to render such Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by Tenant from the proceeds of the insurance coverage policy and/or at its own cost and expense, and there may be an abatement in rent if agreed to by Landlord. In the event that said Premises are completely destroyed due to Tenant's negligence, Tenant shall repair and reconstruct the Premises so that they equal the condition of the Premises on the date possession was given to Tenant. In lieu of reconstructing, Tenant shall reimburse Landlord all expenses incurred by Landlord in restoring the Premises to its original condition. The election of

remedies shall be at the sole discretion of Landlord.

ARTICLE 10
IMPROVEMENTS AND REPAIRS

10.01 Tenant, at its sole cost and expense, may make such improvements to the Premises that it shall deem reasonably necessary to place the Premises in such a state or condition that the Tenant may use it for the purposes described in this Agreement, so long as such improvements are approved by the Landlord in writing.

10.02 Tenant understands and agrees to procure any and all construction and electrical services in strict compliance with Section 255.20, Florida Statutes.

10.03 Prior to commencing any construction, the Tenant must deliver all plans, specifications and scheduling for any construction, fencing, landscaping or other improvements, at its sole cost and expense, to the Landlord, and specifically to the Director of the General Services Administration for written approval at least thirty (30) days before the commencement of any work. Further, the Tenant shall not commence construction of any improvements upon the Premises unless and until it has secured, and has on-hand, sufficient funds or resources to complete the improvement project.

10.04 Tenant shall cause any and all improvements to be performed competently and in a good and workmanlike manner by a duly qualified or licensed person(s) or entities, using first grade materials, and without interference with or disruption to the operations of tenants or other occupants of the Community of Landmark area.

10.05 Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Premises,

along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises.

10.06 Landlord shall have no obligation, financial, regulatory or otherwise, for any and/or all activities necessary to construct, maintain or repair Tenant's improvements, or for Tenant's operations within on or about the Premises during the term of this Agreement.

10.07 If Tenant's use construction activities or other actions relative to the Premises result in the introduction of hazardous materials or contamination of the soil or ground water, then the Tenant agrees to: (1) immediately notify the Landlord of any contamination, claim of contamination or damage, (2) after consultation and with the approval of the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (3) to indemnify, defend and hold the Landlord harmless from and against any claim, suits, causes of action, costs and fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

10.08 All leasehold improvements installed on or about the Premises at any time, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Agreement (either on the Termination Date, or any extension or renewal thereof, or upon such earlier termination or cancellation as provided for in this Agreement), all such leasehold improvements shall be deemed to be part of the Premises, and shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in the Landlord without payment of any kind or nature to Tenant.

10.09 Should the Tenant bring and/or add any additional furniture and/or equipment to the Premises, which personal property can be removed without damage to the Premises, such shall remain the Tenant's property and may be removed from the Premises upon the expiration of this Agreement.

10.10 To protect Landlord in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a security interest in all of the Tenant's personal property, including, but not limited to, all goods, equipment, and furniture belonging to the Tenant which are or may be on or about the Premises during the term, and all proceeds of the foregoing. Said security interest shall secure all amounts to be paid by Tenant to Landlord hereunder, including all costs of collection, attorneys' fees and court costs.

10.11 Prior to commencing any construction and/or repair to any property owned by the Landlord and/or before recommencing any such work or repair after a default or abandonment, Tenant and Tenant's contractor shall obtain and deliver to the Landlord, at their sole cost and expense, a payment bond and separate performance bond, or such other alternate form of security, each which meet the requirements, as applicable, of Section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated commencement of the construction and/or repairs. Said separate payment and performance bonds shall be in favor of the Landlord, the form of such bonds shall be as provided by Section 255.05, Florida Statutes and each shall be in the amount of the entire cost of the construction and/or repair project regardless of the source of funding. The County Mayor or his designee shall have the right of approval of the surety bond, if applicable, which approval shall not be unreasonably withheld, in accordance with then applicable Miami-Dade County criteria prior to execution and delivery of the bonds by the Tenant. The Tenant shall be responsible for recording the bonds and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project. However, the foregoing requirement of securing a performance bond shall not be required when such contract for any construction work and/or repair is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than \$15,000.

10.12 Tenant acknowledges and agrees that Landlord's future plans include the demolition of all

or mostly all of the structures currently on the Community of Landmark property, including, but not limited to, the Premises.

ARTICLE 11
ASSIGNMENT

11.01 Without the written consent of Landlord first obtained in each case, Tenant shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Agreement or the term hereof, which consent may be withheld in Landlord's absolute discretion. This prohibition includes, without limitation, (a) any subletting or assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; and (b) an assignment of subletting to or by a receiver or trustee in any Federal or state bankruptcy, insolvency, or other proceedings. In no event shall Tenant be permitted to assign or sublet the Premises to an entity that fails to meet the requirements of Section 125.38, Florida Statutes.

ARTICLE 12
NO LIABILITY FOR PERSONAL PROPERTY

12.01 All personal property placed or moved in the Premises above described shall be at the sole risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant for any damage to said personal property unless solely caused by or due to the gross negligence of Landlord, Landlord's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE 13
LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS

13.01 Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the Premises or any part of the Premises adjacent to or connecting with the Premises or any other part of the Community of Landmark area, or otherwise, for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from

any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of the breaking, bursting, stoppage or leaking of water, gas, sewer or other pipes and/or lines and/or the effects or results from down, broken or damaged electrical cable and/or wires. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use the Premises at Tenant's own risk.

ARTICLE 14
SIGNS

14.01 Tenant will not place or suffer to be placed or maintained on the exterior of the Premises, or any part of the wall encircling the Community of Landmark property, any sign, decoration, letter or advertising matter or any other thing of any kind or nature without first obtaining the Landlord's prior written approval. Tenant will, at its sole cost and expense, maintain such sign, decoration, lettering, advertising matter or other thing as may be permitted hereunder by the Landlord in good condition and repair at all times.

14.02 Signs will be of the design and form of letter to be first approved by Landlord, the cost of painting to be paid by Tenant. All signs shall be removed by Tenant at termination of this Agreement and any damage or unsightly condition caused to Premises because of or due to said signs shall be satisfactorily corrected or repaired by Tenant.

ARTICLE 15
LANDLORD'S RIGHT OF ENTRY

15.01 Landlord or any of its agents shall have the right to enter the Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Agreement.

ARTICLE 16
PEACEFUL POSSESSION

16.01 Subject to the terms, conditions, and covenants of this Agreement, Landlord agrees that Tenant shall and may peaceably have, hold, and enjoy the Premises without hindrance or molestation by Landlord.

ARTICLE 17
SURRENDER OF PREMISES

17.01 Tenant agrees to surrender to Landlord, at the end of the term of this Agreement or any extension thereof, the Premises in as good condition as the Premises were at the beginning of the term of this Agreement, ordinary wear and tear and damage by fire and windstorm or other Acts of God excepted.

ARTICLE 18
INDEMNIFICATION AND HOLD HARMLESS

18.01 Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Tenant or its employees, agents, servants, partners principals or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 19
LIABILITY FOR DAMAGE OR INJURY

19.01 Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the negligence of Landlord, its officers, employees, or agents, subject to the limitations of Florida Statutes, Section 768.28.

ARTICLE 20
SUCCESSORS IN INTEREST

20.01 It is hereby acknowledged and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE 21
TERMINATION

21.01 **TERMINATION BY LANDLORD:** The occurrence of any of the following shall cause this Agreement to be terminated by the Landlord upon the terms and conditions also set forth below:

A. Automatic Termination:

- 1) Institution of proceedings in voluntary bankruptcy by the Tenant.
- 2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.
- 3) Assignment by Tenant for the benefit of creditors.
- 4) Failure of Tenant to maintain its not-for-profit tax status.

B. Termination after ten (10) days written notice by the Landlord by certified or registered mail to Tenant for doing any of the following:

- 1) Non-payment of any sum or sums due hereunder after the due date for such payments;

provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the thirty (30) calendar day period following mailing of the written notice.

- 2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from date of written notice.
- C. Termination after fourteen (14) days from receipt by Tenant of written notice by certified or registered mail to the address of the Tenant as set forth below:
- 1) Non-performance of any covenant of this Agreement other than non-payment of rent and others listed in A and B above, and failure of the Tenant to remedy such breach within the thirty (30) day period from receipt of the written notice.
- D. A final determination in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord, or brought by the Landlord against Tenant.
- E. Landlord through its County Manager or Mayor or his/her designee, shall have the right to terminate this Agreement or any portion thereof, at any time, and for any reason whatsoever, by giving the Tenant at least thirty (30) days written notice prior to its effective date.

21.02 **TERMINATION BY TENANT:** The Tenant, shall have the right to cancel this Agreement at any time by giving the Landlord at least thirty (30) days written notice prior to its effective date.

ARTICLE 22

CHANGES AND ADDITIONS BY LANDLORD

22.01 Landlord reserves the right at any time and from time to time to: (a) make or permit changes or revisions to the Community of Landmark area, including additions to, subtractions from, rearrangements of, alterations of, modifications of or supplements to any and all buildings, building areas, walkways, pathways, parking areas, driveways, roads, and/or green space, (b) construct or demolish any building or any other improvement(s), (c) make or permit changes or revisions in the

Community of Landmark area, including additions or subtractions thereto, or to convey or lease portions of the Community of Landmark area to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof.

22.02 Landlord also reserves the right at any time and from time to time to: (a) relocate Tenant to another area within the Community of Landmark area without penalty to the Landlord, and (b) to change or swap one portion of the Premises currently under lease by this Agreement, for another, similar, building or structure at no penalty to the Landlord.

ARTICLE 23 **OPTION TO RENEW**

23.01 Provided this Agreement is not otherwise in default, Tenant is hereby granted the option to extend this Agreement for two (2) additional one (1) year renewal option periods upon the same terms and conditions, except that the rental amount shall be increased by three (3%) percent each renewal option period, and by giving Landlord notice in writing at least ninety (90) days prior to the expiration of this Agreement or any extension thereof.

ARTICLE 24 **NOTICES**

24.01 It is understood and agreed between the parties hereto that written notice to Landlord shall be mailed, certified mail, return receipt requested, with all postal charges pre-paid or delivered by a nationally recognized delivery service (such as FedEx or DHL) and addressed to the Director, General Services Administration, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128-1907, in order to constitute sufficient notice to Landlord, and written notice addressed to Tenant shall be mailed or delivered to the address of Tenant at 20600 N.W. 47th Avenue, Sandor Wiener Building, Miami, Florida 33055 shall constitute sufficient notice to Tenant to comply with the terms of this Agreement. Notices provided herein in this paragraph shall include all notices required in this Agreement or required by law.

ARTICLE 25
INSURANCE

25.01 Prior to occupancy, Tenant shall furnish to the Real Estate Management Section of Miami-Dade County, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

25.02 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

25.03 Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

25.04 Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under this Article or under Article 18; INDEMNIFICATION AND HOLD HARMLESS or any other portion of this Agreement.

25.05 Tenant shall be responsible for assuring that the insurance certificates required in conjunction with this Article remain in full force for the duration of this Agreement. If insurance certificates are scheduled to expire during the term of the Agreement, Tenant shall be responsible for

submitting new or renewed insurance certificates to the Landlord at a minimum of thirty (30) days in advance of such expiration.

ARTICLE 26
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

26.01 Tenant covenants and agrees that during the term of this Agreement, Tenant will obtain any and all necessary permits, licenses and approvals, and that all uses of the Premises will be in conformance with all applicable laws, ordinances, rules, regulations, including all applicable zoning regulations.

26.02 Any and all charges, taxes, or assessments levied against the Premises shall be paid by Tenant, and failure to do so will constitute a breach of this Agreement.

26.03. County as Sovereign

It is expressly understood that notwithstanding any provision of this Agreement and the Landlord's status thereunder:

(a) The Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises or the operation thereof, or be liable for the same; and

(b) The Landlord shall not by virtue of this Agreement be obligated to grant the Tenant any approvals of applications for building, zoning, planning or development under present or

future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

26.04. No Liability for Exercise of Police Power

Notwithstanding and prevailing over any contrary provision in this Agreement, or any Landlord covenant or obligation that may be contained in this Agreement, or any implied or perceived duty or obligation including but not limited to the following:

- (a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;
- (b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;
- (c) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or
- (d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

shall not bind the Board, the Planning and Zoning Department, DERM or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant

or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Agreement, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of County-owned property, in the Community of Landmark, shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Agreement. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Agreement.

ARTICLE 27
FORCE MAJEURE

27.01 Tenant and Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this Agreement when prevented from so doing by cause or causes beyond Tenant's or Landlord's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, Acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of Tenant or Landlord.

ARTICLE 28
WAIVER

28.01 If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a

compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of lesser amount than the monthly installments of rent (or additional rent if such obligations are later stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to or waiver of Landlord's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Agreement. Further, any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or statement shall have no effect whatsoever, and shall be deemed to have never been written at all. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Agreement.

ARTICLE 29
DEFAULT OF TENANT AND REMEDIES

29.01 Consistent with and in addition to Article 21, TERMINATION, above, if Tenant shall fail to pay any monthly installment or item of rent on the date when the same becomes due and if such violation or failure continues for a period of thirty (30) calendar days after written notice thereof to Tenant by Landlord, then Landlord may proceed with any remedy available at law or in equity in the

State of Florida or by such other proceedings, including reentry and possession, as may be applicable.

29.02 Should Tenant elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of rent), which default has not been cured within ten (10) calendar days after the giving of notice by Landlord, unless such default is of such nature that it cannot be cured within such ten (10) day period, in which case no event of default shall occur so long as Tenant shall commence the curing of the default within such ten (10) day period and shall thereafter diligently prosecute the curing of same, and/or such remedy for any such default is not otherwise addressed in this Agreement, then the Landlord shall be permitted to terminate this Agreement, and immediately take possession of the Premises.

29.03 Should Tenant vacate or abandon the Premises at any time during the term of this Agreement, Landlord shall be permitted to immediately take possession of the Premises.

29.04 Upon any default, and after the expiration of any cure period, Landlord may, with or without judicial process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the Landlord at more than One Thousand (\$1,000.00) Dollars, otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including attorneys' fees; second, toward the payment of any indebtedness, including (without limitation) indebtedness for rent, which may be due or become due to Landlord; and third, to pay Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid, so long as Tenant in fact makes such demand

within sixty (60) calendar days of any such sale or disposition of property.

29.05 Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Agreement which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon, at the greater of either six (6%) percent or the highest legal rate of interest as permitted by the State of Florida, and shall be immediately payable by Tenant to Landlord.

29.06 Notwithstanding the provisions of clause 29.05 above, and regardless of whether an event of default shall have occurred, Landlord may exercise the remedy described in clause 29.05 without any notice to Tenant if Landlord, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation by Tenant constitutes an emergency.

29.07 If this Agreement is terminated or cancelled by Landlord, Tenant nevertheless shall remain liable for any and all rent and damages which may be due, become due or sustained by Landlord, along with any and all reasonable costs, fees and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises or a portion thereof to others.

29.08 All rights and remedies of Landlord under this Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

ARTICLE 30 **ADDITIONAL PROVISIONS**

30.01 Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color,

creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under lease agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

Tenant agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Lease Agreement.

30.02. Tenant agrees that it will immediately notify the Landlord should any person sustain(s), or is found to have, a serious bodily injury or dies on or about the Landlord's property, and/or within the care, custody or control of the Tenant. The parties hereby agree that the definition of serious bodily injury shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, in addition to any other requirement(s) regarding notice under this Agreement, the Tenant shall also immediately (same day, or in situations where the same day is not possible, then next day) call the Landlord's General Services Administration, and notify the Director of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury. Further, in instances where an individual died or sustained a serious bodily injury, the Tenant must complete a detailed injury and incident report and immediately (same day or next day) send it to the Landlord, in accordance with the terms of the notice provisions found in this Agreement. The Tenant hereby agrees that it will immediately comply with all of the foregoing requirements notwithstanding any other obligation, including but not limited to, any agreement for confidentiality, that it owes or may owe to any other governmental agency, and/or to any friend or member of a person's family.

30.03 Security. Tenant is solely responsible for securing and maintaining its own security in and around the Premises. Should the Tenant, at any time and for any reason, believe that security

and/or additional security is needed to protect the Tenant, or any of its invitees, guests, licensees, employees, staff, management, and/or the property belonging to any of the foregoing, then it is understood that Tenant shall, at its sole cost and expense, hire and maintain such security. Tenant expressly acknowledges and agrees that any and all security staff and equipment that Landlord may maintain on or about the property is there to solely protect and secure the Landlord and its property. Tenant further acknowledges and agrees that the Landlord at any time may increase or decrease its security staff and/or equipment on or about the Community of Landmark area without any prior notice or permission from or to Tenant.

ARTICLE 31
GOVERNING LAW

31.01 This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE 32
WRITTEN AGREEMENT

32.01 This Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

[ONLY THE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

[Signature]
WITNESS

SANDOR WIENER SCHOOL OF OPPORTUNITY, INC.
a Florida not-for-profit corporation

[Signature]
Michael Messer, Executive Director
(Tenant)

[Signature]
WITNESS

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: [Signature]
Carlos Alvarez
Mayor (Landlord)

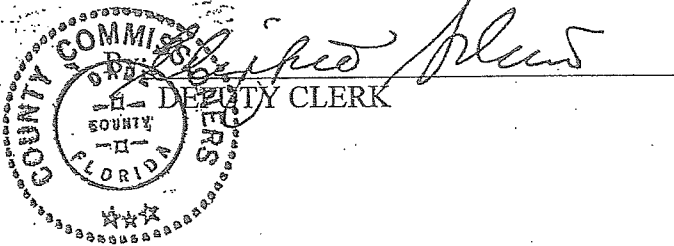
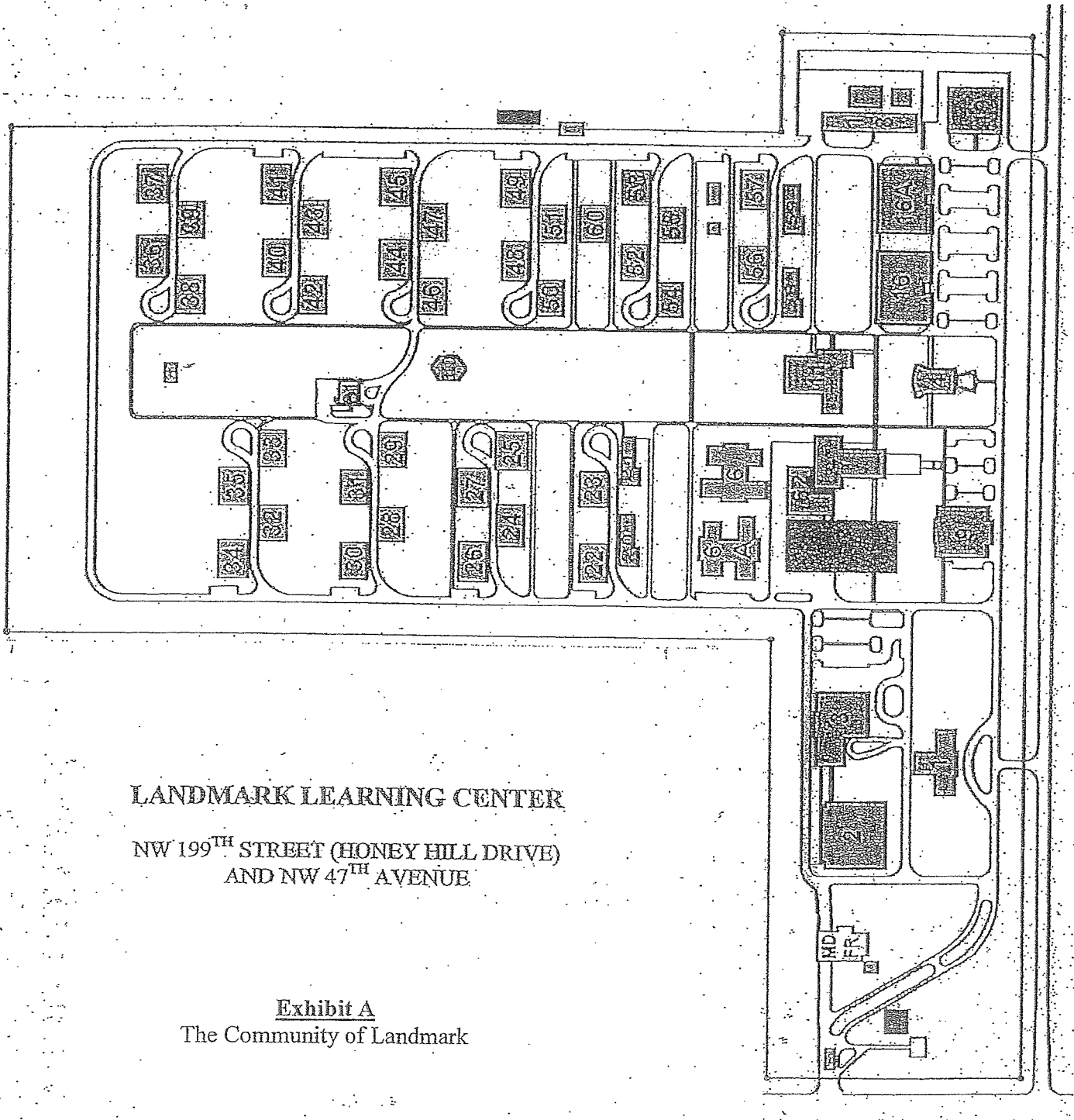


Exhibit A

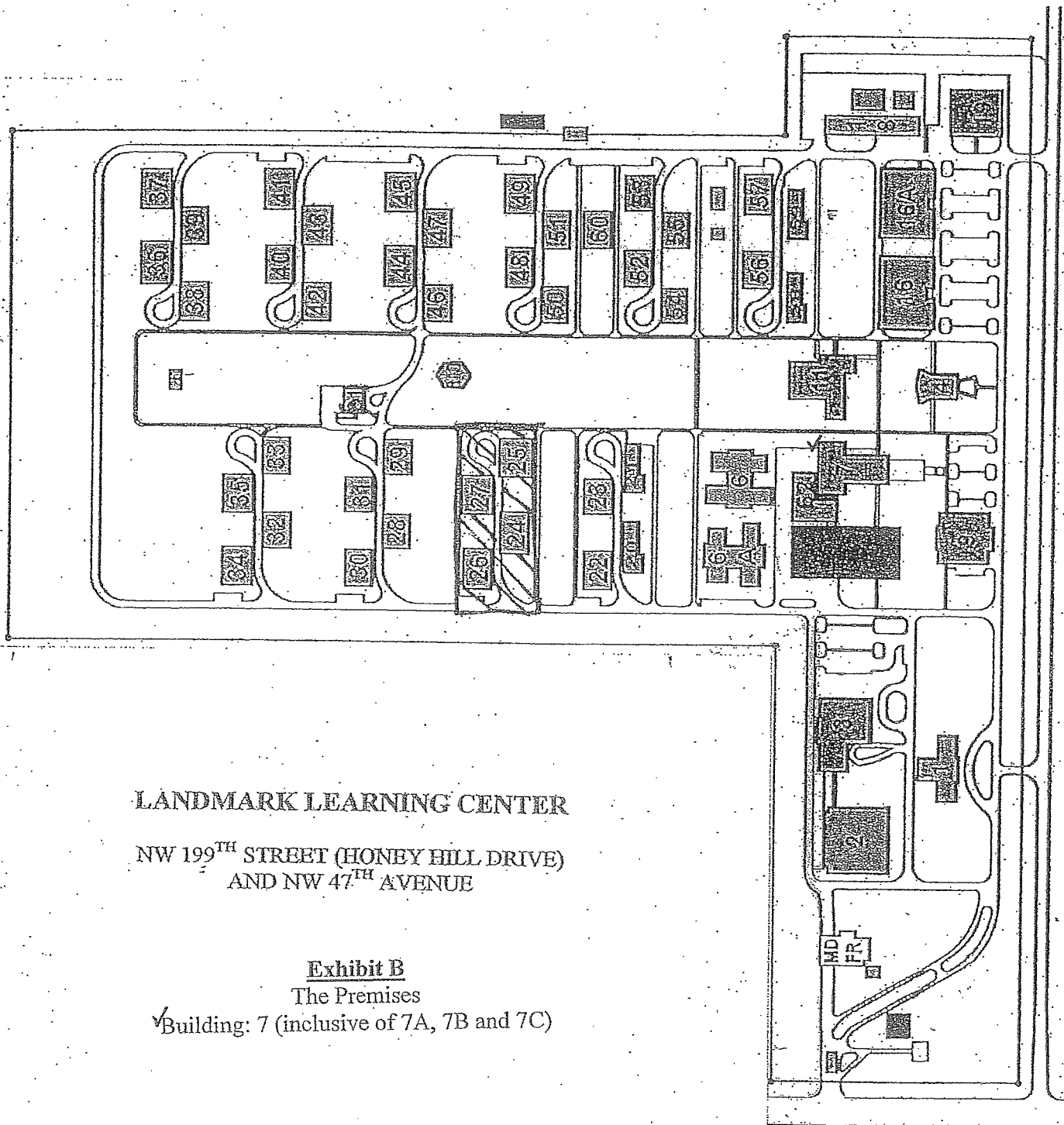


LANDMARK LEARNING CENTER

NW 199TH STREET (HONEY HILL DRIVE)
AND NW 47TH AVENUE

Exhibit A
The Community of Landmark

Exhibit B



LANDMARK LEARNING CENTER

NW 199TH STREET (HONEY HILL DRIVE)
AND NW 47TH AVENUE

Exhibit B

The Premises

✓ Building: 7 (inclusive of 7A, 7B and 7C)

ATTACHMENT – 7

- Rent Contract - South

4

SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
CHARTER SCHOOL CONTRACT

This is a Contract made and entered into as of the 14th day of April 2005, between The School Board of Miami-Dade County, Florida, hereinafter referred to as the *Sponsor*, and Sandor Wiener School of Opportunity, Inc., a non-profit organization organized under the laws of the State of Florida, hereinafter referred to as the *Corporation*, on behalf of Sandor Wiener School of Opportunity, South, hereinafter referred to as the *School*.

School Concept

Sandor Wiener School of Opportunity, South is an innovative technological school for children with moderate to severe multiple disabilities and/or medical conditions, pre-kindergarten through fifth grade.

This School will:

(a) Serve children who exhibit moderate to severe developmental delays and medical issues by providing an individualized intensive classroom learning experience combined with a full complement of therapeutic interventions and environmental-access technology. Students will be between 3 and 11 years of age. The school will serve students from pre-kindergarten through grade 5. (b) Include all of the information required to service Limited English Proficient (LEP) students, e.g., language proficiency assessment data, level of language proficiency, home language instruction, and LEP Committee information, as currently documented in the Sponsor's Plan for Limited English Proficient Students. Additionally, it will include all of the information required for Exceptional Student Education (ESE) students.

(c) Establish a new form of accountability for schools by seeking to ensure that students learn at optimal levels; develop models for teaching/learning produced cooperatively by students, parents/guardians, and teachers; and ensure that each shareholding group be actively involved in all phases of learning.

(d) Establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used. Part II, Section (2) of this Contract includes a detailed description of how the baseline student academic achievement levels and prior rates of academic progress will be established, how these baseline rates will be compared to rates of academic progress achieved by these same students while attending the charter school, and how these rates of progress will be addressed if found to be deficient when compared to the rates of progress of other closely comparable student populations as delineated in the District's annual Review of Charter Schools report.

(e) Utilize appropriate instruments with documented validity and reliability that will be used to measure and monitor growth of students and teachers and collaborate with outside professionals to develop and select these alternative evaluative instruments.

Pursuant to §1002.33(9), Fla. Stat. (2004), a charter school shall:

- be non-sectarian in its programs, admissions policies, employment practices, and operations;
- admit students as provided in subsection (10);
- be accountable to its sponsor for performances as provided in subsection (7);
- not charge tuition or fees, except those fees normally charged by other

public schools;

- meet all applicable federal, state, and local health, safety, and civil rights requirements;
- not violate the anti-discrimination provisions of §1000.05, Fla. Stat. (2004);
- be subject to an annual financial audit in a manner similar to that of a school district and in accordance to §218.39, Fla. Stat. (2004);
- the governing board of the charter school shall annually adopt and maintain an operating budget; and maintain all financial records utilizing the standard state guidelines and codification of accounts as contained in the most recent publication titled "Financial and Program Cost Accounting and Reporting for Florida Schools" (Red Book); or, at the discretion of the charter school governing board, a charter school may elect to follow generally accepted accounting standards for not-for profit organizations, but must reformat this information for reporting purposes in accordance with the Red Book.

It is the intent of the parties that this Contract shall constitute the School's Charter. The application approved by the School Board on December 15, 2004, is attached hereto as Appendix A.

PART I. GENERAL PROVISIONS

A. TERM

(1) This Contract shall become effective as of the date first above written upon signing by both parties, and the term shall cover 5 years commencing on the first day of the

Sandor Wiener School of Opportunity, South - Contractual Agreement

April 14, 2005

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2005-2006 school year, and ending on June 30, 2010.

- (2) The timetable for implementation of this Contract is contained in Appendix B.
- (3) This Contract may be renewed for up to an additional 15 years by mutual agreement of the parties and upon the terms and conditions established by §1002.33, Fla. Stat. (2004), for such renewal.
- (4) This Contract may be modified during its initial term or any renewal term upon the approval of both parties, and such modifications shall be in writing and executed by the parties. Contract amendment requests shall be submitted for consideration once per school year no later than December 1 unless the health, safety, or welfare of the students is threatened.
- (5) The term of the Contract may be cancelled immediately by the Sponsor if the School has not complied with the various provisions of the Contract, the School has breached a term or condition of the Contract, or the School has been issued a notice of default in accordance with §1002.33, Fla. Stat. (2004), Charter Schools.
- (6) At the end of the term of the Contract, the Sponsor may choose not to renew the Contract for any of the following grounds:

- (a) failure to participate in the state's education accountability system created in §1008.31, Fla. Stat. (2004), as required in this section, or failure to meet the requirements for student performance stated in the charter;
- (b) failure to meet financial reporting requirements and maintain effective standards that demonstrate sound fiscal management;

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

ATTEST: SANDOR WIENER SCHOOL OF OPPORTUNITY, INC.
ON BEHALF OF SANDOR WIENER SCHOOL OF OPPORTUNITY, SOUTH

By: Lawrence Wiener 5/24/05 By: Helen Salazar 05-20-2005
Signature of Secretary Date Signature of Board Chair Date

Name: LAWRENCE WIENER Name: Helen Salazar
Secretary Board Chair

ATTEST: THE SCHOOL BOARD OF MIAMI - DADE COUNTY, FLORIDA

By: Rudolph F. Crew 6/13/05 By: Frank J. Bolaños 6/22/05
Rudolph F. Crew, Ed.D. Date Frank J. Bolaños Date
Secretary Chair

APPROVED AS TO FORM:

Dennis Dalke 4/25/05
School Board Attorney Date