

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$0	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>\$0</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current Budget? Yes ___ No ___

Budget Account Exp No: Fund ___ Department ___ Unit ___ Object ___
 Rev No: Fund ___ Department ___ Unit ___ Object ___

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The is no fiscal impact associated with the approval of this agenda item.

Departmental Fiscal Review: *Cheneve Jones*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Sherry Ann
 RD 7/27 OFMB 7/27/15

Barbara Wheeler 7-30-15
 for Contract Administration

B. Legal Sufficiency:

Debra C. Boyd 7-31-15
 Assistant County Attorney

C. Other Department Review:

 Department Director

**Cooperative Agreement
between
School Board of Palm Beach County
and
The Palm Beach County Board of County Commissioners, A Political
Subdivision of the State of Florida**

This Agreement ("Agreement"), dated July 1, 2015, is entered by and between The School Board of Palm Beach County, Florida, hereinafter referred to as the "School District" and The Palm Beach County Board of County Commissioners, a political subdivision of the state of Florida, hereinafter referred to as "Agency." The School District and Agency shall be collectively known hereafter as the "Parties." The Parties agree to the following:

WHEREAS, the School District and Agency are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the physical and mental health, educational, and social welfare needs of youth served in the Agency's Highridge program ("Program"). The Program will serve up to 72 male and female youths between the ages of 11 and 16, who are receiving residential treatment for substance abuse, disciplinary issues, and truancy. This Agreement is entered into under the authority of section 1003.53, Florida Statutes, and State Board of Education Rule 6A-6.0527, Florida Administrative Code; and,

WHEREAS, the Agency's Program is located at Highridge Family Center, 4200 N. Australian Avenue, West Palm Beach, Florida 33407; and,

WHEREAS, the School District and Agency hereby pledge to develop and support joint program initiatives that will facilitate the effective and efficient delivery of services for youth served in the educational Program located at the Highridge Family Center; and,

WHEREAS, the School District exercises general authority over all public education programs within Palm Beach County, and Agency exercises sole authority over the operation of the therapeutic portion of the Program; and,

WHEREAS, the Parties enter into this Agreement in order to ensure compliance with Florida statutes and rules, including, but not limited to, the following:

- A. Section 1003.21, Florida Statutes, *School Attendance*
- B. Section 1003.53, Florida Statutes, *Dropout Prevention and Academic Intervention*
- C. State Board of Education Rule 6A-6.0527, *Disciplinary Programs*

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

1. Recitals

The Parties agree that the foregoing recitals are true and correct and are incorporated herein by this reference.

2. Term

The term of this Agreement shall be from July1, 2015 through June 30, 2016.

3. Resources

Resources from the School District and Agency will be allocated based on the identified roles and responsibilities of each party. Resources from the School District will be applied solely for the provision of educational services for students enrolled in the educational component of the Program.

4. Parties' Responsibilities

A. Agency shall:

- i. Engage in open and frequent communication and attend regularly scheduled meetings, including School Advisory Council Meetings for Educational Alternative sites, with School District staff. The Parties will meet regularly to discuss and evaluate student behavior and any activities, events, or obstacles that may impact the students' ability to meet educational goals. The School District will provide Agency with at least 30 days noticedays' notice of the time, date, and location of any meeting relevant to the services provided to students enrolled in the Program;
- ii. Collaborate with School District staff to develop and implement a School Improvement Plan, as may be required by School Board policy or procedure and/or state or federal law;
- iii. Submit reports required by the School District and/or the Florida Department of Education in a timely manner;
- iv. Provide written notification within three (3) days to the School District's Educational Alternatives Department of any student who is withdrawn from the Program for any reason. Include in this notification a written statement to the reason for the withdrawal and supporting documentation;
- v. Collaborate with School District administration to implement School District student discipline policies and procedures;
- vi. Provide documentation that Agency's staff has been trained in School District discipline and harassment procedures annually or as dictated by changes in State or federal law or School District policy. Such documentation shall include the date the Agency's employees completed the training program;

- vii. Use reasonable means to protect and safeguard all non-consumable instructional materials, supplies, and equipment, including computers, supplied by the School District and housed at Agency's facility. Agency will replace or reimburse the School District for the actual cost of any materials and equipment lost or damaged as a result of any act or omission of Agency or any of its employees or agents;
- viii. Timely provide School District staff with access to computers, wireless routers, and related equipment owned and/or supplied by the School District and housed at Agency's facilities so that School District staff may use the computers for instruction, install instructional software, and/or remove repair non-functioning hardware and software;
- ix. Assist the School District in ensuring that each student satisfies the State of Florida immunization requirements. The School District must have a Certification of Immunization for each student educated at the Agency. Compliance with the current schedule of immunizations is required to attend classes. A thirty-day waiver is provided for those students who are remanded by the courts to a program in Palm Beach County but whose records must be requested from another County in the State of Florida;
- x. Plan program activities so as not to impede the state requirement of delivering a minimum of 300 minutes of instruction daily provided by the School District;
- xi. Provide the School District's Department of Education Alternatives with three (3) week notification of off-site activities during the instructional day that will impact the delivery of educational services by the School District to students in the Program;
- xii. Provide at least one staff member to each teacher to assist with the behavior control in the academic areas while the School District is providing academic instruction;
- xiii. All Agency employees and subcontractors who have direct contact with students or who have access to or control of school funds must undergo Level 2 screening. Level 2 screening consists of fingerprinting and a background check. If the screening is performed by the School District Police Department, the Agency will pay the School Board for the cost of Level 2 screening and complete form 2398 for each person screened. The Level 2 screening may be conducted by the Agency, if and only if, the Agency agrees to provide to the School Board the following information for each of its employees or subcontractors who meet the criteria set forth in section 1012.465, Florida Statutes: 1) evidence that Agency or its employee or subcontractor was required to undergo Level 2 screening

pursuant to section 435.04, Florida Statutes, for licensure, certification, employment, or other purposes, 2) evidence that the Agency, its employee or its subcontractor meets the screening standards in section 435.04, Florida Statutes, 3) evidence that the Agency's, its employee's or subcontractor's license or certificate, if any, is active and in good standing, 4) evidence that Agency completed the criminal history check within the last 5 years (such evidence must include a copy of the fingerprinting card, the FDLE report, and the FBI background check information), and 5) a copy of the employee's or subcontractor's Affidavit of Good Moral Character. The Agency agrees that it has an ongoing duty to maintain and update this information as new employees are hired and in the event that any previously screened employee or subcontractor fails to meet the statutory standards. The Agency, its employees and its subcontractors who have direct contact with students or who have access to or control of school funds must undergo Level 2 screening as described in section 1012.32, Florida Statutes. Level 2 screening consists of fingerprinting and a background check. In the event that the Level 2 screening is conducted by the Agency, the Agency agrees to provide to the School Board the following information for each of its employees or subcontractors who meet the criteria set forth in section 1012.465: 1) evidence that Agency or its employee or subcontractor was required to undergo Level 2 screening pursuant to section 435.04, Florida Statutes for licensure, certification, employment, or other purposes, 2) evidence that the Agency, its employee or its subcontractor meets the screening standards in section 435.04, Florida Statutes, 3) evidence that the Agency's, its employee's or subcontractor's license or certificate, if any, is active and in good standing, 4) evidence that Agency completed the criminal history check within the last 5 years (such evidence must include a copy of the fingerprinting card, the FDLE report, and the FBI background check information), and 5) a copy of the employee's or subcontractor's Affidavit of Good Moral Character. The Agency agrees that it has an ongoing duty to maintain and update this information as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. The Agency further agrees to notify the School District immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by the Agency to notify the School District of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

- xiv. The School District has elected to install wireless routers at the Agency in order to provide wireless internet access to students enrolled in the Program. The School District's Wireless Network ("Service") is solely for educational purposes and for the advancement of the goals and mission of the School District. Such Service is free, but access to Service is at the

discretion of the School District. Access may be blocked, suspended, or terminated at any time, for any reason, including but not limited to, violation of this Agreement, actions that may lead to liability of the School District, or illegal or inappropriate use of the Service by any end user. The Agency acknowledges and agrees that School District reserves the right to remove the wireless routers at any time.

B. The School District shall:

- i. Provide an appropriate public education for students consistent with all state and federal rules, regulations, and laws, which includes academic, English Language Learner (ELL) support, exceptional student education services (ESE), and career awareness.
- ii. Purchase and maintain sufficient instructional and supplemental materials, equipment, software, and supplies appropriate to the students' educational program.
- iii. Provide instructional personnel based on average daily attendance rates.
- iv. Provide the necessary resource personnel, including ESE and ELL support, to ensure programmatic integrity, as well as compliance.

5. Insurance

The Parties will maintain the following insurance policies during the term of this Agreement:

To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes, each party acknowledges and represents that it is self-insured for General Liability under Florida sovereign immunity statutes within the coverage limits allowed by law.

Each party shall each maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

If requested, each party agrees to shall provide the other with a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the Parties recognize as acceptable for the above-mentioned coverages.

Compliance with the foregoing insurance requirements shall not relieve the either party of its liability and obligations under this Agreement.

6. Indemnification

Each party acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The parties agree to be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective employees. Each party acknowledges and it is expressly understood that the foregoing shall not constitute: (i) an agreement by any party hereto to indemnify the other; (ii) a waiver of sovereign immunity; (iii) a waiver of any right or defense that each party hereto has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.

7. Transportation

The Agency certifies that it will not transport students as a function of the Program.

8. Student Records

Each party will protect the rights of students and clients with respect to records created, maintained, and used by public institutions. It is the intent of this Agreement to ensure that parents and students have the right to access and the right to privacy with respect to records and reports. The Parties will strictly adhere to all applicable state and federal laws and regulations relating to rights of students or their parents with respect to student records and reports, including but not limited to section 1002.22, Florida Statutes, State Board of Education Rule 6A-1.0955, 20 U.S.C., 1232g, and 34 C.F.R. Part 99. Agency shall execute the Addendum Concerning Student Records attached hereto as Exhibit A, which is incorporated herein by this reference.

9. Non-Discrimination

The Parties shall not discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, gender identity or expression with respect to any activity occurring under this Agreement, and acknowledge they have a policy against such discrimination.

10. Student Transition

Agency and the School District mutually agree to coordinate the preparation and planning for student transition from the Agency Program.

11. Modifications

This Agreement may be modified or amended only by mutual written consent of the Parties. If any provisions of this Agreement are found to be in violation of local, state, or federal rule, law or regulation, this Agreement shall be changed to comply with such law, rule, or regulation.

12. Termination

The School District reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days' notice to the other party. If said Agreement should be terminated for convenience as provided herein, the School District will be relieved of all obligations under said Agreement.

In accordance with law, if any condition exists with the site or personnel, which threatens or jeopardizes the safety, health or well-being of the students, this Agreement can be terminated immediately.

In the event either party terminates this Agreement, Agency shall be under no further obligations to commence, continue, or complete any undertakings or activities contemplated by the Agreement. The termination of this Agreement shall in no way affect or impair any legal right which has accrued to either party to the date when such termination becomes effective.

The Parties agree that in the event of a termination of this Agreement, they shall reasonably cooperate with each other to develop a mutually acceptable transition plan in order to facilitate the orderly transition of students from the Program into other agencies or schools to assure minimal disruption in the provision of educational services to the students.

13. Relationship of the Parties

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

14. No Third Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

15. Notices

Any notices provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid or a nationally recognized overnight carrier, addressed as follows:

If to Agency to:

Dr. Tony Spaniol,
Director, Residential Treatment
Youth Services Department
4200 N. Australian Avenue
West Palm Beach, Florida 33407

If to School District to:

E. Wayne Gent

Superintendent of Schools
School District of Palm Beach County
3360 Forest Hill Boulevard
West Palm Beach, FL 33406

With a copy to:

Dr. Joseph Lee
Assistant Superintendent Educational
Alternatives & Interventions
School District of Palm Beach County
1800 Osceola Drive
West Palm Beach, FL 33409
Facsimile: (561) 242-4135

16. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

17. Waiver and Delay

No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

18. Assignment; Binding Agreement

Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

19. Representations and Warranties of Agency

Agency hereby represents and warrants to the School District as follows:

Agency hereby represents and warrants that it complies with the Civil Rights Act of 1964, IDEA, Title IX of the Education Amendment of 1974, Section 504 of the Rehabilitation Act of 1973 and will at all times comply with local or state standards for health and safety of students

20. Public Records

Each party shall maintain its own records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public records requests served pursuant to Section 119.07, Florida Statutes, and shall solely

be responsible any relief or penalties imposed by a court of competent jurisdiction for non-compliance with that provision.

21. Inspector General

Agency has established the Office of the Inspector General in Palm Beach County Code Section 2-421-2-440, as may be amended, which is authorized and empowered to review past, present, and proposed contracts, transactions, accounts, and records relating to the Agency. The Inspector General has the power to subpoena witnesses, administer oaths, and require the production of records, and audit, investigate, monitor, and inspect the activities of the School District, its officers, agents, employees, and lobbyist solely relating to the School District's performance of this Agreement in order to ensure compliance with the contract requirements and to detect corruption and/or fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a misdemeanor.

The Agency agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Agency shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the Agency or its subcontractor. The Agency understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: <http://www.palmbeachschools.org/policies/>."

22. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising with respect to this Agreement is subject to the laws of Florida, exclusive venue in Palm Beach County, Florida.

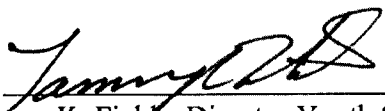
23. Entire Agreement

This Agreement constitutes all agreements, conditions and understandings between the Parties concerning the subject matter herein. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this

Agreement shall be binding upon the Parties unless reduced to writing and signed by them.


IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year hereinabove set forth,

**Palm Beach County/Board of
County Commissioners, A Sub-Division
of the State of Florida**

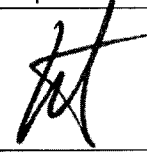
By: 
Tammy K. Fields, Director Youth Services
Department

Date: 3-30-15

**The School Board of Palm Beach
County, Florida**

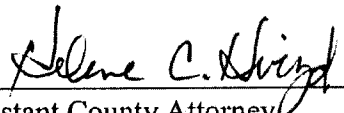
By: 
Mr. Chuck Shaw, Chairperson

Date: 6/4/15

By: 
E. Wayne Gent
Superintendent

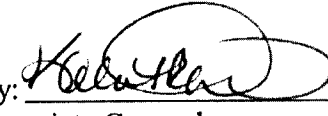
Date: 6/11/15

Reviewed and approved as to Legal
Form and Sufficiency

By: 
Assistant County Attorney

Date: _____

Reviewed and approved as to Legal
Form and Sufficiency

By: 
Associate Counsel
Senior can

Date: 4/8/15



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Contract/Agreement Addendum
Concerning Student Information

ADDENDUM, Concerning Student Information, to the Contract/Agreement ("the Contract") dated , July 1, 2015
between the school (*named below*) or The School Board of Palm Beach County, Florida (*named below*) and vendor partner
(*named below*).

School or School Board School Board of Palm Beach County
Vendor or Partner The Board of County Commissioners

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, The School Board of Palm Beach County, Florida (the "School Board") hereby designates [vendor/partner] ("the Party") as an "other school official" for the purpose of receiving limited personally-identifiable student information under section 1002.22(3)(d)2, Florida Statutes, because the School Board recognizes the Party has a legitimate educational interest in receiving this information in order to carry out the Party's responsibilities for the school or School Board under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the Party's duties and/or services under the Contract. The School Board has determined that the Party has a legitimate educational interest in receiving only the following fields of student data, for example: name, grade-level, school attending, etc. (Indicate fields of data requesting below); and
Student Names, Grade Level, Exceptional Student Education, English Language Learner, Report Cards, Progress Reports
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out the Party's responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information, except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate other school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the minor child's parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the school or the School Board (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

Legal name of the Party (*vendor/partner*)

The School

T

S

or The School Board of Palm Beach County, Florida

[Signature] 3/30/15
Signature of person having authority to enter legally binding agreements on behalf of the Party. Date

[Signature] 6/4/15
Signature of person having authority to enter legally binding agreements on behalf of the School or The School Board of Palm Beach County, Florida Date