

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	September 13, 2022	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department			
Submitted By:	Youth Services Department		
Submitted For:	Residential Treatment and Family Counseling Division		

I. EXECUTIVE BRIEF


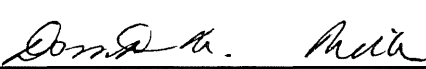
Motion and Title: Staff recommends motion to receive and file: Cooperative Agreement with the School Board of Palm Beach County (School District) to continue classroom instruction for youth in the education program at the Highridge Family Center for the period July 1, 2022, through June 30, 2024, at no additional cost to the County.

Summary: The Youth Services Department's Residential Treatment and Family Counseling Division is an authorized counselor training facility that provides comprehensive family services (Program) to prevent children from entering the Juvenile Justice System. The Program will continue to serve male and female youth between the ages of 11 and 16 who are receiving residential treatment for substance abuse, disciplinary issues and truancy. The School District and the County 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. On June 5, 2001, Agenda Item No. 3X-2 authorized the County Administrator, or designee, to execute standard Cooperative Agreements with the School District on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations. Countywide (RS)

Background and Justification: The County's collaboration with the School District began over 25 years ago. The School District exercises general authority over all public education programs within Palm Beach County, and the County exercises sole authority over the operation of the therapeutic portion of the Program.

Attachment:

1. Cooperative Agreement w/ Exhibits A & B

Recommended by:		7/21/22
	Department Director	Date
Approved by:		8/25/2022
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0*	\$0*	\$0*		
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget?	Yes	No
Does this item include the use of federal funds?	Yes	No

Budget Account	Exp No:		Dept		Unit		Obj	
	Fund	_____						
	Rev No:							
	Fund	_____						
			Dept	_____	Unit	_____	Obj	_____

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

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

Departmental Fiscal Review: Michelle Dene

III. REVIEW COMMENTS

7/15/22

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

Services
 provided
 7/24/22
 Lix Mante 7/24/22
 OFMB 72528

Contract Development & Control

B. Legal Sufficiency:

~~Assistant County Attorney~~ 8/15/22

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Cooperative Agreement
between
School Board of Palm Beach County
and
The Palm Beach County Board of County Commissioners

This Agreement (“Agreement”), dated July 1, 2022, is entered into by and between The School Board of Palm Beach County, Florida, hereinafter referred to as the "School District" and Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “Agency.” The School District and Agency shall be collectively known hereinafter 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 emotional and behavioral difficulties that impair their functioning in school, at home, and in their community. 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, hereinafter “Highridge”; 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 Highridge; 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, 2022 through June 30, 2024.

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, and trauma informed care meetings, 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’ 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 Support Service 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 in coordination with Program therapeutic interventions;
- 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. 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 (30) 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;
- ix. 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;
- x. Provide the School District's Department of Support Services 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;
- xi. Provide at least one (1) staff member to each teacher to assist with the behavior management in the academic areas while the School District is providing academic instruction. In the event that the staff member exits the classroom to address a situation with a student, School District staff will assume classroom management until such time as the Agency staff returns to the classroom not to exceed 20 minutes;
- xii. 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 (**Exhibit B**).

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 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 of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

- xiii. The School District has elected to install wireless routers at Highridge 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.
- xiv. The Covid 19 Pandemic has disrupted the traditional educational delivery model to students enrolled in Highridge. To meet the needs of students, the School District has adopted a remote or distance learning model (if conditions warrant). The Agency agrees to monitor and oversee all student online and computer activity during this distance remote learning model. The Agency also agrees to comply with School Board policy

2.50, “Third Party use of Technology” and School Board Policy 8.123 Technology Acceptable Use Policy for Students. The School District is primarily responsible to deliver educational content. Technical assistance will be coordinated between the parties, as may be necessary.

The Agency will use reasonable means to protect and safeguard all computers and electronic equipment assigned by the School District for remote learning to students in attendance at Highridge.

- xv. After the student departs from the program, the Agency will need to obtain permission by signature from the parent or legal guardian using the **Release or Transfer of Student Information for any release of confidential student information form (PBSD 0313).** This form can be found on the School District of Palm Beach Webpage. The signed form will be used to contact the new receiving Palm Beach County School to obtain new student information.

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.
- v. Provide grade and attendance records, upon request and with parental authorization, for all students enrolled at Highridge during the term of this Agreement.
- vi. Ensure that the Agency provides written documentation that the District staff has attended five (5) hours of training related to the effective classroom management and trauma informed practices. Such documentation shall include the date that the District employee was trained. Training will be provided by The Agency free of charge.

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 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 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. Each Party agrees to be liable for its own actions and negligence, to the extent and limits provided in section 768.28, Florida Statutes, arising from the actions of its 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 beyond the limits set forth in section 768.28, Florida Statutes; (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 without all required permission slips signed and on file.

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 Contract/Agreement Addendum Concerning Student Information 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, sex, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, gender identity or expression, or genetic information 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 Parties reserve 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 Parties 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. Twila D. Taylor,
Director, Residential Treatment &
Family Counseling Division
Youth Services Department
4200 N. Australian Avenue
West Palm Beach, Florida 33407
- With a copy to:

Tammy K. Fields, Director
Youth Services Department
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415
- If to School District to:

Michael J. Burke.
Superintendent of Schools
School District of Palm Beach County
3360 Forest Hill Boulevard
West Palm Beach, FL 33406
- With a copy to:

Keith Oswald
Chief of Equity and Wellness
School District of Palm Beach County
3300 Forest Hill Blvd
West Palm Beach, FL 33406

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 Compliance

Agency shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this Agreement.
- b. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Agency does not transfer the records to the Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of Agency or keep and maintain public records required by the Board to perform the service. If Agency transfers all public records to the Board upon completion of the Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keeps and maintains public records upon completion of the Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of Agency to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement.

IF AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.

21. Inspector General

Agency has established the Office of the Inspector General in Palm Beach County Code Sections 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 Sections 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.boarddocs.com/fl/palmbeach/Board.nsf/Public>

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, and will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

23. Entire Agreement

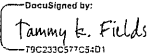
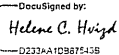
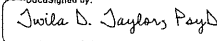
This Agreement constitutes all agreements, conditions and understandings between the Parties concerning the subject matter herein. All representations, either oral or written, shall be deemed

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.



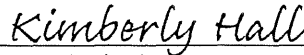
24. Counterparts

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Contract. The Agency may execute the Contract through electronic or manual means. The School Board shall execute the Contract by manual means only, unless the Agency provides otherwise.

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

<p>Palm Beach County Board of County Commissioners</p> <p>By:  79C233C577C54D1 Tammy K. Fields, Director Youth Services Department</p> <p>5/17/2022 Date: _____</p> <p>Reviewed and approved as to Legal Form and Sufficiency</p> <p>By:  D233AA10B67F43B Assistant County Attorney</p> <p>5/17/2022 Date: _____</p>	<p>Approved at to Terms and Conditions</p> <p>By:  9AE4CE5611B840A Director, Residential Treatment & Family Counseling Division</p> <p>5/17/2022 Date: _____</p>
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{SIGNATURE PAGES CONTINUED}

The School Board of Palm Beach County, Florida	
By: <u></u>	Frank A. Barbieri, Jr., Esq., Chairperson School Board of Palm Beach County
Date: <u>6/15/22</u>	
By: <u></u>	Michael J. Burke Superintendent
Date: <u>6/4/22</u>	
Reviewed and approved as to Legal Form and Sufficiency	
By: <u></u>	School District Attorney
Date: <u>5/11/2022</u>	

Contract/Agreement Addendum Concerning Student Information

School or School Board The School Board of Palm Beach County

Vendor or Partner Palm Beach County Board of County Commissioners

As a condition precedent to receiving personally identifiable information from education records of students, the Receiving Party warrants and agrees that the Receiving Party:

1. will limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the Receiving Party's duties and/or services under the Contract. The School Board has determined that the Receiving 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

Name, school attending, grade level, student ID number, and academic attendance and discipline records and services received from school staff and behavioral health providers

2. will limit the access to personally identifiable information from education records of students 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 fulfill the Receiving Party's responsibilities under the Contract); and
3. shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally identifiable information from education records of students, 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
4. is under the direct control of the School Board with respect to the use and maintenance of education records; and
5. is subject to the requirements of 34 C.F.R. s. 99.33(a) governing the use and redisclosure of personally identifiable information from an education record of a student, meaning the Receiving Party may disclose personally identifiable information from an education record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent or eligible student as those terms are defined in 34 C.F.R. s. 99.3, and the officers, employees, and agents of a party that receives information from the Receiving Party may use the information, subject to the limitations described in paragraph 2 above, but only for the purposes for which the disclosure was made; and
6. shall not use any of the personally identifiable information from education records of students that is received pursuant to this Addendum in violation of any applicable federal or state law, rule, regulation, or School Board policy; and
7. will store and process personally identifiable information from education records of students in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure personally identifiable information from unauthorized access, disclosure, and use. Receiving Party will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Receiving Party will also have a written incident response plan, to include prompt notification of the School Board in the event of a security or privacy incident, as well as best practices for responding to a breach of personally identifiable information. Receiving Party agrees to share its incident response plan with the School Board upon request; and
8. 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, unless the information in the possession of the Receiving Party constitutes a "record copy" required to be retained by the School District's Records Retention Schedule (available online at the District's Records Management website, <http://www.palmbeachschools.org/records/>), in which case the Receiving Party will return the information to the School Board rather than disposing of it.

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 Receiving Party
(Vendor/Partner)

Palm Beach County Board of County Commissioners

Vendor or Partner

DocuSigned by:
Tammy K. Fields
79C233C577C54D1

5/17/2022

Signature of person having authority to enter
legally binding agreements on behalf of Receiving
Party.

Date

PBSD 2220 (Rev. 11/17/2015) ORIGINAL - attach to contract
Approved as to form and legal sufficiency:

DocuSigned by:
Helene C. Hvizd
D232A61DBB75428

The School

School Board of Palm Beach County, Florida

For the School Board of Palm Beach County, Florida

Frank A. Baulf
Signature of person having authority to enter legally binding agreements on behalf of the School or The School Board of Palm Beach County, Florida.

6/15/22
Date

Exhibit #

A



PALM BEACH COUNTY YOUTH SERVICES DEPARTMENT
AFFIDAVIT OF GOOD MORAL CHARACTER

State of Florida County of _____

Before me this day personally appeared _____ who, being duly sworn, deposes and says:
(Applicant’s/Employee’s Name)

As an applicant for employment with, an employee of, a volunteer for, or an applicant to volunteer with _____, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by Florida Statutes and rules, in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

Relating to:

- Section 393.135 sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
- Section 394.4593 sexual misconduct with certain mental health patients and reporting of such sexual misconduct
- Section 415.111 adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
- Section 741.28 criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
- Section 777.04 attempts, solicitation, and conspiracy to commit an offense listed in this subsection
- Section 782.04 murder
- Section 782.07 manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
- 782.071 vehicular homicide
- Section 782.09 killing an unborn child by injury to the mother
- Chapter 784 assault, battery, and culpable negligence, if the offense was a felony
- Section 784.011 assault, if the victim of offense was a minor
- Section 784.03 battery, if the victim of offense was a minor
- Section 787.01 kidnapping
- Section 787.02 false imprisonment
- Section 787.025 luring or enticing a child
- Section 787.04(2) taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
- Section 787.04(3) carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
- Section 790.115(1) exhibiting firearms or weapons within 1,000 feet of a school
- Section 790.115(2) (b) possessing an electric weapon or device, destructive device, or other weapon on school property
- Section 794.011 sexual battery
- Former Section 794.041 prohibited acts of persons in familial or custodial authority
- Section 794.05 unlawful sexual activity with certain minors
- Chapter 796 prostitution
- Section 798.02 lewd and lascivious behavior
- Chapter 800 lewdness and indecent exposure
- Section 806.01 arson
- Section 810.02 burglary
- Section 810.14 voyeurism, if the offense is a felony
- Section 810.145 video voyeurism, if the offense is a felony
- Chapter 812 theft and/or robbery and related crimes, if a felony offense
- Section 817.563 fraudulent sale of controlled substances, if the offense was a felony
- Section 825.102 abuse, aggravated abuse, or neglect of an elderly person or disabled adult
- Section 825.1025 lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
- Section 825.103 exploitation of disabled adults or elderly persons, if the offense was a felony
- Section 826.04 incest
- Section 827.03 child abuse, aggravated child abuse, or neglect of a child
- Section 827.04 contributing to the delinquency or dependency of a child
- Former Section 827.05 negligent treatment of children
- Section 827.071 sexual performance by a child

CONTINUED ON NEXT PAGE.....

Section 843.01	resisting arrest with violence
Section 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section 843.12	aiding in an escape
Section 843.13	aiding in the escape of juvenile inmates in correctional institution
Chapter 847	obscene literature
Section 874.05(1)	encouraging or recruiting another to join a criminal gang
Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
Section 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual conduct
Section 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section 944.40	escape
Section 944.46	harboring, concealing, or aiding an escaped prisoner
Section 944.47	introduction of contraband into a correctional facility
Section 985.701	sexual misconduct in juvenile justice programs
Section 985.711	contraband introduced into detention facilities

I also affirm that I have not been designated as a sexual predator pursuant to Section 775.21, F.S.; a career offender pursuant to Section 775.261, F.S.; or a sexual offender pursuant to Section 943.0435, F.S., unless the requirement to register as a sexual offender has been removed pursuant to Section 943.04354, F.S.

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while employed or volunteering at _____ in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

I attest that I have read the above carefully and state that my attestation here is true and correct that **my record does not contain any of the above listed offenses**. I understand, under penalty of perjury, all employees in such positions of trust or responsibility shall attest to meeting the requirements for qualifying for employment and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: _____

Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, **my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record.** (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: _____

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____.

(NAME OF AFFIANT)

_____ Personally known

_____ Or Produced Identification

_____ Type of Identification Produced

Print, Type, or Stamp Name of Notary

(Seal)