

COOPERATIVE AGREEMENT

**THE SCHOOL BOARD OF PALM BEACH COUNTY
AND**

Kids in New Directions, Inc. (KIND Program, Inc.)

This Agreement is made between the School Board of Palm Beach County and KIND, Inc.
This contract is made and entered into this ____ of _____, 2005, by and
between the School Board of Palm Beach County, Florida, hereinafter referred to as the "Board"
and KIND Program, Inc. hereinafter referred to as the "Agency."

WHEREAS, it will be of benefit for the Board and the Agency to enter into a mutual
agreement in order to provide an after school academic component to School-Age Child Care
programs.

WHEREAS, the Agency certifies that a research based curriculum will be provided and
District staff will be trained to implement the Champs Program; and,

WHEREAS, the Board will identify a student population appropriate for the program
services

_____ ; and,

WHEREAS, services provided by the Agency offered to designated school centers that
are willing to participate and abide by the criteria below.

_____.

WITNESSETH

NOW THEREFORE, in consideration of the mutual covenants contained herein, the
parties agree as hereinabove specified and as follows:

I. RESPONSIBILITIES OF THE BOARD

1. Provide classroom space appropriate for learning
2. Maintain proper student/teacher ratios (Minimum 1:15/Maximum 1:18)
3. Implement the Champs program curriculum 4 days a week 1 Hr. a day during the School-Age Child Care (SACC) program (pref. 3:00-4:00PM /M-TH)
4. Notify Champs staff of competing academic programs, outside agencies and school clubs to avoid conflicts
5. Implement the Champs program curriculum for 32 weeks (September through May)
6. School center principal and District After School Programming department will provide administrative support and oversight.
7. Provide a certified teacher and SACC instructors who meet Palm Beach County School District qualifications
8. Provide a pool of available SACC instructors as Champs substitutes
9. Provide access to monthly scholarships/student information and invoice for services and monitor attendance and sign out times of all students on scholarship
10. Commit to regular student participation and consistent attendance in the program
11. Provide appropriate and safe storage of curriculum materials
12. Follow the implementation model established in Champs' policies and procedures
13. Provide the opportunity for CHAMP's staff to meet weekly for planning purposes.

II. RESPONSIBILITIES OF THE AGENCY

1. Provide quantitative and qualitative evaluations of students and staff
2. Provide salary for one certified head teacher at \$20.44/hour
3. Provide student scholarships as funded as approved for individual sites and students
4. Provide one set of curriculum/books per instructor
5. Provide stipends for SACC Director and Champs Instructors paid on a semi-annual schedule at \$250 for the Director and \$500 for the Instructors per semester
6. Provide semi-annual professional development/training
7. Provide Program Specialist for technical assistance, evaluation and support
8. Provide Champs' materials and supplies budget for curriculum implementation

A. Term: The term of this Agreement shall commence on the ____ day of _____, 2005 and terminate on the ____ day of _____, 2005, unless otherwise terminated in accordance with any provisions of this Agreement.

B. Termination: This Agreement may be terminated for any reason or no reason at all, by either party at any given time upon giving not less than 30 days written notice to the other party.

C. Indemnification: The School Board recognizes its respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees, to the extent and limits provided by law, said governmental entities subject to the limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that the governmental entities have under said statute. "Agency shall, in addition to any other obligation to indemnify the Palm Beach County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of Agency, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by Agency or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Agency under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Palm Beach County School Board to enforce this agreement shall be borne by Agency. Agency recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement."

D. Independent Agency: The Agency shall perform the conditions of its Agreement as an independent Agency with all licensure, as appropriate, and nothing contained herein shall be construed to be inconsistent with this relationship or status.

E. Non-Discrimination: The Agency hereby agrees that it now complies, and shall continue to comply as long as this Agreement is in effect, with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, the American Disabilities Act, Section 504 of the Rehabilitative Act of 1973, and the Individuals with Disabilities Act, as amended.

F. Assignments and Subcontracts: The Agency shall neither assign the responsibility of this Agreement to another party nor subcontract for any of the services contemplated under this Agreement.

G. Governing Law & Venue: This Agreement shall be governed by the Laws of Florida. In the event of litigation between the parties to this Agreement, venue shall lie in Palm Beach County, Florida. 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 modified to comply with such law, rule or regulation. In the event any portion of the Agreement is declared invalid, the remainder of the Agreement shall remain in force.

H. Modification: This Agreement may be amended or modified in writing by the Board or Agency as deemed necessary, with the prior consent of the other party. The effective date of the amended Agreement is contingent on mutual consent, given in writing by both parties after written notice of amendments.

I. Applicable Law: The Agency shall at all times comply with applicable local, state and federal law, rules and regulations, School Board Policy including standards for health and safety of the student.

J. Notice: Notice under this Agreement may be given to the Board by U.S. Mail to Kids in New Directions, Inc. and to the Agency by U. S. Mail to 777 South Flagler Drive, Suite 800
West Tower
West Palm Beach, FL 33401.

ADDENDUM, Concerning Student Information, to the Contract
("the Contract") dated _____, between The School Board of Palm Beach and
_____ *[vendor/partner]*.

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School District hereby designates _____ *[vendor/partner]* ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School District recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or District 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 services under contract. The District 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.; add more spaces as necessary to cover the minimum scope of data actually deemed needed]*: _____, _____, _____, _____, _____; and
- 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 their 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 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 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 District (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*]

The School Board of Palm Beach County

By: _____
[person having authority to enter legally-binding agreements on behalf of the Party]

By: _____

Date: _____

Date: _____

**Addendum, Concerning Fingerprinting,
to the Agreement Between the School Board of
Palm Beach County (“School Board”) and
_____ (“Provider”)**

The parties have entered into an Agreement (“Agreement”) dated _____ for the Provider to provide certain services to the School District. The parties wish to amend the Agreement based upon the terms and conditions contained herein. The following language is hereby incorporated into the Agreement:

All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds, must be fingerprinted and background checked. Provider agrees to undergo a background check and fingerprinting if he/she is an individual who meets the above criteria and to require that all individuals in the organization who meet any of the above criteria to submit to a background check, including fingerprinting by the School District’s Police Department, at the sole cost Provider. Provider shall not begin providing services contemplated by this Agreement until Provider receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Provider (or discontinuation of Provider’s services) on the basis of these compliance obligations. Provider agrees that neither the Provider, nor any employee, agent or representative of the Provider who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes § 435.04 will have contact with children or any student of the School District.

The parties acknowledge that the terms of this Addendum supersede any inconsistent terms in the existing contract.

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

[*Provider*]

The School Board of Palm Beach County

By: _____

By: _____

Date: _____

Date: _____

