

Cooperative Agreement
Between
The School Board of Palm beach County, Florida
and
Communities in Schools of Palm Beach County, Inc.

- I. This Cooperative Agreement dated July 01, 2006 through June 30, 2007 is by and between The School Board of Palm Beach County, Florida, hereinafter referred to as the "School Board" and Communities In Schools of Palm Beach County, Inc., hereinafter referred to as Communities In Schools.
- II. Whereas the School Board and Communities In Schools both desire to continue the services of Students Advocates of Communities In Schools to increase academic achievement. Therefore in consideration of the mutual promises contained herein, the parties agree as follows:
 - 1.. The School Board will provide the following:
Funding in the amount of \$10,000.
 2. Communities In Schools will provide:
Communities In Schools staff assistance to CIS classrooms in Pahokee Middle/Sr, Lake Shore Middle, Lake Shore Annex, Education Resource Center, JFK Middle School, Congress Middle School, Palm Spring Middle School, and Carver Middle School within The School Board of Palm Beach County.
- III. The School Board recognizes its respective liability for certain tortious acts of its agents, officers, employees and invitees to the extent and 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 constructed as a waiver of any right or defense that the School Board has under said statute.

Communities In Schools 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, its 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 Communities In Schools, or anyone directly or indirectly employed by it, or of anyone for whose acts it 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 Communities In Schools 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 Communities In Schools under workers' compensation acts; disability benefits acts, other employee benefit acts or any statutory bar. Communities In Schools 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.

- IV. This Agreement shall become effective as of July 01, 2006 and shall terminate June 30, 2007. This Agreement may be modified or amended only by mutual written consent of the parties.
- V. This Agreement may be terminated by one of the parties for any reason upon thirty (30) days written notice. This Agreement shall be constructed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.
- VI. Communities in Schools assures the School Board that it does not discriminate on the basis of race, sex, sexual orientation, marital status, national origin, handicap, or age in the operation of its business or provision of services as provided by law.
- VII. All contract personnel (vendors, individuals, or entities) 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. Communities in Schools (CIS) 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 Palm Beach County School District's Police Department, at the sole cost CIS. CIS shall not begin providing services contemplated by this Agreement until CIS receives notice of clearance by the School Board. 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 CIS (or discontinuation of CIS' services) on the basis of these compliance obligations. CIS agrees that neither CIS, nor any employee, agent or representative of CIS who has been convicted or who is currently under investigation for a crime delineated in Section 435.04 will have contact with children or any student of the Palm Beach County School District.
- VIII. Communities in Schools shall provide proof of insurance to the School Board by Certificate of Insurance. THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE.

All insurance must be issued by a company or companies approved by the School Board. Certificate of Insurance meeting the specific required provisions specified within this Agreement shall be forwarded with the Agreement, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded prior to the policy renewal date. Thirty days written notice must be provided to the School Board of Palm Beach County, Florida, via certified mail in the event of cancellation. **WORKER'S COMPENSATION:** Communities in Schools must comply with Chapter 440, Worker's Compensation and Employees' Liability Insurance with minimum statutory limits. **COMPREHENSIVE GENERAL LIABILITY:** Communities in Schools shall procure and maintain, for life of this Agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, or property damage that could form policy. The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability. **BUSINESS AUTOMOBILE LIABILITY:** Communities in Schools shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. This insurance must be an "Occurrence Form" policy. In the event that Communities in Schools does not own any vehicles, the School Board will accept hired and non-owned coverage in the amounts listed above. In addition, an affidavit signed by Communities in Schools shall indicate the following: that Communities in Schools does not own any vehicles. In the event that Communities in Schools acquires any vehicles throughout the term of the Agreement, the Agency agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of acquisition.

IN WITNESS WHEREOF, the Parties have executed this Cooperative Agreement on the dates set

forth below to be the effective date:

SCHOOL BOARD OF PALM BEACH COUNTY

Date: July 01, 2006

Printed: Arthur C. Johnson, Ph. D.
Title: Superintendent
Address: 3340 Forest Hill Blvd.
Room-316
West Palm Beach, FL 33406

Date: July 01, 2006

Printed: Tom Lynch
Title: Chairperson
Address: 3340 Forest Hill Blvd.
Room-316
West Palm Beach, FL 33406

Kalispina 6/2/06
**Reviewed and Approved
as to Legal Sufficiency**

COMMUNITIES IN SCHOOLS OF PALM BEACH COUNTY, INC.

Date: July 01, 2006

By: *Margaret L. Bagley*
Printed: Margaret L. Bagley
Title: Program Director
Address: 1660 Southern Blvd.
Suite N
West Palm Beach, FL 33406

**ADDENDUM, Concerning Student Information, to the Contract
("the Contract") dated July 1, 2006, between The School Board of Palm Beach and
Communities in Schools.**

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 Communities in Schools ("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 middle and high school student data; 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:

Communities in Schools

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

Date: June 07, 2006

The School Board of Palm Beach County

By: _____

Date: _____

COMMUNITIES IN SCHOOLS OF PALM BEACH COUNTY, INC.

Communities In Schools of Palm Beach County, Inc. provides services in District schools through its **LYNC PROGRAM** (Linking Youth and Community). LYNC is the CIS Classroom Component that collaborates with the Palm Beach County School District. The LYNC goal is to link needed community services and resources by developing both business and health and human service partnerships to targeted school site classrooms. The focus is on students in 6th – 12th grades so that they are motivated through incentive and enrichment activities to improve their academic achievement, stay in school, succeed, advance to the next grade level and to build their personal strengths. CIS is focused on building self-sufficiency by providing teacher inspired and intangible methodologies that concentrate on an assets-based approach delivery of services.

Targeted populations are identified as *at-risk* students by the school personnel who take into account student attendance, academic behavior, attitudes or other social needs. These students are placed in CIS classes because of poor test scores, multiple retentions, poor attendance or low grades; all characteristics of students who are at risk of dropping out of school. Research has proven that school dropouts pose an economic and social risk to the community.

The CIS staff partners with the teacher to develop an individual plan that meets the comprehensive needs of each student. The scope of the services is prevention and intervention focused on strength building and self-sufficiency skills. These skills are then linked to the student at school and/or to the student and family at home and at school. The Student Advocate, who provides case management, works individually and in groups with the students and families to address the non-educational health and human services needs that are impacting the students' ability to learn. They also get parents involved with their child's education. Additionally, the Student Advocate links the youth and the family with needed community services

CIS has a proven track record with a focus on results. In its nineteen years, CIS has provided services to over 47,500 young people since it was founded in 1984. In the last school year, 2003-2004, CIS served over 1,160 students and served or provided access to services for 236 families.

- 90% of CIS students increased attendance;
- 73% improved academic performance; and 84% were promoted to the next level. Only .005% of the students dropped out.
- CIS staff is trained in Capturing Kids Hearts and Teen Leadership.
- CIS staff is certified to facilitate The Seven Habits of Highly Effective Teens.

Communities In Schools is the only in school drop out prevention program in Palm Beach County.

COMMUNITIES IN SCHOOLS
PROGRAM BUDGET
2006-2007

Salaries:	Budget
Student Advocate 25% of Annual Salary	\$7,922
\$31,689	
Total Salaries	7,922
Fringe Benefits:	
FICA	606
Workmens Compensation	114
Unemployment Insurance	95
Rate.054 of First 7000 x 25%	
Health Insurance	240
80.62 x 12 months x 25%	
Total Fringe Benefits	1,055
Travel:	
Travel/Transportation	523
\$.36 x 21 Miles x Month	
Total Travel	523
Contractors:	
Total Contractors	0
Operating Expenses:	
Program Supplies	0
Printing	0
Indirect Cost 5% - \$500	500
Total Operating Expenses	500
TOTAL REQUESTED FUNDING	\$10,000