

CONTRACT REVIEW CHECKLIST

Consistency with Law and School Board Policy:

Comments

Consistent with School Board Policy	YES
Consistent with Florida, federal and local laws	YES

Contract Terms:

Comments

Term (Duration of Contract)	July 1, 2006- June 30, 2007
Termination Clause	The Board may terminate the agreement without cause upon 30 days written notice to the other party.
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses. Please refer to Section IV and Section V(R).
Regulatory issues	No.
Confidentiality Provision	Please refer to Section III (Confidentiality) and Addendum Concerning Student Information.
Warranties	Please refer to Sections V(A) and V(Q).
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	Governing Law: Florida; Venue: Palm Beach

Business Principles:

Comments

Sound Business Principles	Yes.
Reasonableness of Fees	None.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	None.

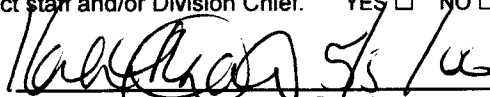
Other Issues:

Comments

Conflict of Interest Disclosures	None
Non-Negotiable Issues	No.
Miscellaneous Issues	None
Appropriate Departmental Sign-off	

Special Considerations: _____

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES NO


By: Attorney (Name and Date)



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Request for Document Approval by Legal Services

DIRECTIONS: Allow two weeks for review and approval. **DO NOT** use "ASAP" for a required date. A specific due date is required. Your document may be returned for failure to complete the information below.

Date Submitted 03/28/2006 Number of Copies Submitted 3

Name of Document Cooperative Agreement between SDBPC and Growing Together

School/Department Submitting Alternative Education

Contact Person Derri Parkey Telephone (561) 242-4131 PX 44131

Date Required 04/05/2006 (DO NOT use "ASAP" - a specific date is required)

Is this a continuation/duplication of prior document? Yes No

If any changes, are they marked? Dates

Is substance of document acceptable to your Assistant Superintendent or Director? Yes No

Are permits required? Yes No

Have required permits been obtained? Yes No N/A

Do you wish to pick up document? Yes No Pony? Yes No

Comments:

Please call 4-4131 when ready for pick-up.

*Please make the requested changes & return for signature.
No change made yet*

RECEIVED

RECEIVED

APR - 7 2006

APR 03 2006

BY LEGAL SERVICES

BY LEGAL SERVICES

Derri Parkey
SIGNATURE OF DEPARTMENT HEAD OR AREA EXECUTIVE

3/31/06
DATE

Attorney Assigned *[Signature]*

Date of completion by Attorney 5/5/06

**Cooperative Agreement
between
School Board of Palm Beach County
and
Growing Together, Incorporated**

This Agreement (“Agreement”), dated July 1, 2006 is entered by and between The School Board of Palm Beach County, Florida, hereinafter referred to as the "School District" and Growing Together, Incorporated, hereinafter referred to as “Growing Together.” The School District and Growing Together shall be collectively known hereafter as the “Parties.” The Parties agree to the following:

I. PURPOSE

The School District and Growing Together are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, mental health, and social welfare needs of youth served in the Growing Together’s program (“Program”). The Program will serve up to 45 substance abuse, disciplinary and truant male and female youths between the ages of 13 and 17.

The School District and Growing Together 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.

The School District exercises general authority over all public education programs within the county and Growing Together exercises sole authority over the operation of the therapeutic Program for which the School District assumes no liability by its execution of this Agreement.

II. ENABLING LEGISLATION

The Parties enter into this Agreement in order to assure compliance with relevant Florida statutes and rules including but not limited to the following:

- A. Section 1003.53, Florida Statutes, Dropout Prevention and Academic Intervention
- B. Section 1003.21, Florida Statutes, School Attendance
- C. Section 402.22, Florida Statutes, Education Program for Students for students who Reside in Residential Care Facilities Operated by the Department of Children and Families
- D. Section 1001.42, Florida Statutes, Powers and duties of District
- E. Section 1000.21, Florida Statutes, K-12 Education Codes – System-wide Definitions
- F. Section 1011.61, Florida Statutes, Florida Education Finance Programs – Definitions

III. **ADMINISTRATIVE PROCEDURES**

Time Line

This Agreement shall become effective July 1, 2006 after approval by the School Board of Palm Beach County and the execution of the Agreement by the Executive Director/CEO of Growing Together and will continue for one (1) year except as provided by Article VII herein.

Amendments

The Parties shall review this Agreement annually. The Parties may amend the Agreement by the written request of either party and the mutual assent of both Parties. Any proposed amendments or modifications shall be submitted by either party at least thirty (30) days prior to formal discussion or negotiation on the proposed amendments or modifications. Any amendments must be agreed to in writing by the authorized representative of each party.

Confidentiality

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 guardians 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 guardians with respect to student records and reports, including but not limited to section 1002.22, Florida Statutes, Florida Department of Education Rule 6A-1.0955, 20 U.S.C., 1232g, and 34 C.F.R. Part 99. Growing Together shall execute the Addendum Concerning Student Records attached hereto and incorporated herein by this reference.

Non-Discrimination

The Parties shall not discriminate against any employee or participant in this Program because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

IV. **INDEMNIFICATION**

Growing Together shall, in addition to any other obligation to indemnify the School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, 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 Growing Together, 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 Growing Together 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 Growing Together 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 School District to enforce this Agreement shall be borne by Growing Together. Growing Together 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 District in support of this indemnification in accordance with the laws of the state of Florida. This article will survive the termination of this Agreement.

The School District recognizes its respective liability for certain tortious acts of their 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 construed as a waiver of any right or defense that the School District has under said statute.

V. ALLOCATION OF RESOURCES

Resources from the School District and Growing Together 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 Program, notwithstanding representations to the contrary in the Growing Together Program description.

Growing Together agrees to the following:

- A. Represent and warrant it will provide adequate and age/ability-appropriate facilities ("Facilities"), including utilities and maintenance, for the educational component, which meet life safety codes in compliance with State Requirements for Educational Facilities (SREF), especially those pertaining to fire safety, storage of hazardous materials, exit marking, lighting, ventilation, evacuation, and occupancy loads. The location of Facilities must be appropriate for educational purposes. Facilities must be maintained in a state of good repair and be in compliance with the Americans with Disabilities Act requirements for students with special needs. Growing Together will submit to the School District for Facilities inspections upon request. Growing Together will maintain current health and sanitation certificates and submit to annual safety and fire inspections as required under Chapter 553, Florida Statutes, for all buildings used as part of its educational Program. Growing Together will make modifications and repairs to the Facilities as cited in the School District Comprehensive Safety Inspection Report in a timely manner in order to comply with section 1001.44, Florida Statutes, State Requirements for Educational Facilities. Student classrooms must provide a minimum of twenty-five (25) usable square feet per pupil. Instructional personnel must be provided adequate space for a desk, file cabinets, instructional materials and

supplies, and secured-storage of School District-owned equipment and confidential documents, such as student tests and records.

- B. Provide open and frequent communication and planning through regularly scheduled meetings with School District staff regarding student behavior, unusual events, or obstacles incurred in meeting the mutually predetermined goals.
- C. Collaborate with School District staff to develop and implement a School Improvement Plan as may be required by the School District and Florida law.
- D. Attend or send a designee to the monthly School District Advisory Meetings.
- E. Submit reports in a timely manner as required by the School District and/or the Florida Department of Education.
- F. Provide written notification within three (3) days to the Department of Alternative Education of any student who is withdrawn from the Program for any reason. Included in this notification will be a written statement to the reason for the withdrawal and supporting documentation.
- G. Collaborate with School District administration to implement School District student discipline policies and procedures.
- H. Provide documentation that Growing Together's staff has been trained in School District discipline and harassment procedures.
- I. Collaborate with School District staff to install instructional software provided by the School District.
- J. Permit access to computers for instruction and the repair of non-functioning hardware and software owned by Growing Together in a timely manner.
- K. Comply with the State of Florida immunization requirements, as described in School District Policy. Compliance with the current schedule of immunizations is required to be admitted to school or 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.
- L. 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 Program.

- M. Provide the Department of Alternative Education with 3 weeks notification for off site activities during the instructional day unless mutually agreed to by both Parties.
- N. Provide at least one staff member to each teacher to assist with the behavior control in the academic areas at all times.
- O. Reimburse the School District for any lost or damaged non-consumable instructional materials, computer hardware and audio visual equipment in accordance with School District policy.
- P. All contractual personnel (vendors, individuals, or entities) under contract with the School Board who are permitted access on school grounds when students are present, 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, as set forth in section 1012.32, Florida Statutes. All contractual personnel agree to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all employees and subcontractors of the organization who meet any of the above conditions submit to a background check, including fingerprinting by the School Board's Police Department, at the sole cost of the Contractor. Contract personnel shall not begin providing services contemplated by the Contract until he or she receives notice of clearance by the School Board. Neither the School Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of the Contractor or discontinuation of the Contractor's services) on the basis of these compliance obligations. Contractor agrees that neither the Contractor, nor any employee, agent nor representative of the Contractor who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of this Contract.
- Q. Represent and warrant 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.
- R. Growing Together will maintain the following insurance policies during the term of this Agreement:
- General Liability Insurance including contractual liability coverage with limits of not less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage. The School Board of Palm Beach County must be named an additional insured on the general liability policy.

- S. Growing Together certifies that it will not be transport students as a function of the Program.

The School District agrees to the following:

- A. Provide an appropriate public education for students consistent with all state and federal rules, regulations, and laws that will include academic, ESOL support, special education services, and career awareness.
- B. Purchase and maintain sufficient materials, equipment, and supplies appropriate to the students' educational program.
- C. Provide instructional personnel based on average daily attendance rates.
- D. Provide the necessary resource personnel (including Exceptional Student Education and English Speaker of Other Languages) to ensure programmatic integrity, as well as compliance.
- E. Coordinate planning for and provide instructional materials, instructional computer software, supplemental materials, textbooks and print and non-print materials.
- F. Provide transportation for students/clients attending public schools.

VI. STUDENT TRANSITION

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

VII. TERMINATION

This Agreement shall become effective as of July 1, 2006, and shall terminate June 30, 2007. The terms of this Agreement shall begin on July 1, 2006 or the date last signed by all indicated parties if later than July 1, 2006. however, this Agreement may be terminated without cause by either party upon thirty (30) days notice to the other party in writing.

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.

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.

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.

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, venue in Palm Beach County, Florida.

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

Growing Together, Incorporated

By: _____
Mary Beth Cooper, President
Board of Directors Growing Together, Inc.

Date: _____

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

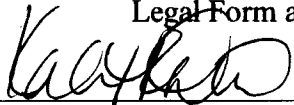
By: _____
Mr. Thomas Lynch, Chairperson

Date: _____

By: _____
Arthur Johnson, Ph.D., Superintendent

Date: _____

Reviewed and Approved As To
Legal Form and Sufficiency

By: 
Associate Counsel

Date: 5/5/06

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 Board 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 Board recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or 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 services under contract. The 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.; 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 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]

The School Board of Palm Beach County

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

By: _____

Date: _____

Date: _____

Exhibit