

**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)	12 Months (July 1, 2006- June 30, 2007)
Termination Clause	Either party may terminate without cause upon giving 30 days written notice to other party. The contract may be terminated immediately for issues relating to health, safety, and welfare of students.
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses. Please refer to Sections 4 and 6.
Regulatory issues	None
Confidentiality Provision	Yes. Please refer to Section 7 Student Records and Addendum Concerning Student Information.
Warranties	Please refer to Section 19.
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	Governing Law: Florida; Venue: Palm Beach County

**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	None
Miscellaneous Issues	
Appropriate Departmental Sign-off	

**Special Considerations:** \_\_\_\_\_

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

*Kellie Shirk-Ridd* 5/31/06  
 By: Attorney (Name and Date)

**Cooperative Agreement**  
**between**  
**School Board of Palm Beach County, Florida**  
**and**  
**The Palm Beach County Sheriff's Office (Eagle Academy)**

This Agreement ("Agreement"), dated July 1, 2006 is by and between The School Board of Palm Beach County, Florida, hereinafter referred to as the "School District" and The Palm Beach County Sheriff's Office (Eagle Academy), hereinafter referred to as "Eagle Academy". The School District and Eagle Academy shall be collectively known hereafter as the "Parties."

WHEREAS, the School District and Eagle Academy 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 Eagle Academy's program ("Program"). The Program will serve up to 85 disciplinary and truant male and female youths between the ages of 13 and 16. This Agreement is entered into under the authority of section 1003.53, Florida Statutes, and Florida Department of Education Rule 6A.1.994, Florida Administrative Code; and,

WHEREAS, the School District and Eagle Academy 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;

WHEREAS, the School District exercises general authority over all public education programs within the county and Eagle Academy exercises sole authority over the operation of the therapeutic Program for which the School District assumes no liability by its execution of this Agreement; and,

WHEREAS, the Parties enter into this Agreement in order to assure compliance with applicable 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

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

1. Term

The term of this Agreement shall be from July 1, 2006 through June 30, 2007. 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.

2. Resources from the School District and Eagle Academy 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 Eagle Academy Program description.

3. Parties' Responsibilities

Eagle Academy shall:

- a) Facilitate modifications and repairs to the facilities owned by the County ("Facilities") as cited in the School District's Comprehensive Safety Inspection Report in a timely manner in order to comply with section 1013, Florida Statutes, Florida Requirements for Educational Facilities. The location of Facilities must be appropriate for educational purposes.
- b) Meet the standard building code for the Florida Department of Education Requirements for Educational Facilities—1999 Edition and the National Fire Protection Association (NFPA 101 1999 Edition) for all buildings that house students, teachers and staff. Building inspections will be coordinated through the Palm Beach County School District Office of Uniform Building Code. The Palm Beach County School District Office of Uniform Building Code shall inspect and approve a building prior to any new site being built or selected.
- c) 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.
- d) Collaborate with School District to form a discipline review committee to address student discipline and expulsion issues and/or Eagle Academy will not expel or suspend any student without the approval of the School District. Said approval will not be unreasonably withheld; however, the Eagle Academy retains the absolute, unfettered right to terminate any individual from participation in the Eagle Academy Program as a whole.
- e) Collaborate with School District staff to develop and implement a School Improvement Plan as may be required by the School District and Florida law.

- f) Provide reasonable attempts to reinforce positive behavior for all students utilizing disciplinary consequences that are congruent with Section 5.189 (Discipline of Students Eligible for Services under the Individuals with Disabilities Education Improvement Act of 2004) of the School District Administration in implementation of School District policies and procedures for students.
- g) Eagle Academy Director shall attend or send a designee to the monthly School District Advisory Meetings.
- h) Submit reports in a timely manner as required by the School District and/or the Florida Department of Education.
- i) 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.
- j) Collaborate with School District in the recruitment and selection process of students to ensure diversity enrollment.
- k) Provide documentation that Eagle Academy's staff has been trained in School District discipline and harassment procedures.
- l) Assume responsibility and shall indemnify the School District for any negligent acts on the part of Eagle Academy's agents and/or employees.
- m) Collaborate with School District staff to install instructional software provided by the School District.
- n) Permit access to computers for instruction and the repair of non-functioning hardware and software owned by Eagle Academy in a timely manner.
- o) 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.
- p) 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.

- q) 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.
- r) Provide at least one staff member to each teacher to assist with the behavior control in the academic areas at all times.
- s) 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.
- t) Eagle Academy shall execute the Addendum Concerning Fingerprinting, which is attached hereto and incorporated herein by this reference.

The School District shall:

- 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.

#### 4. Indemnification

To the extent permitted by law, Eagle Academy 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 Eagle Academy, 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 Eagle Academy 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 Eagle Academy 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 Eagle Academy. Eagle Academy 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.

To the extent permitted by law, the School District agrees to indemnify and hold harmless the Eagle Academy for and against all claims, suits, judgments, or damages, including court costs and attorney's fees, which may result or which the Eagle Academy may suffer arising out of the negligence or wrongful acts or omissions of the School District, its officers, agents and employees, while in the performance of this Agreement.

5. Sovereign Immunity

The School District 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 construed as a waiver of any right or defense that the School District has under said statute.

6. Insurance

Both the School District and the Eagle Academy are self-insured pursuant to Chapter 768, Florida Statutes, and will maintain sufficient liability self-insurance funds as required by law throughout the term of this Agreement.

7. 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 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, State Board of Education Rule 6A-1.0955, 20 U.S.C., 1232g, and 34 C.F.R. Part 99. Eagle Academy shall execute the Addendum Concerning Student Information, which is attached hereto and incorporated herein by this reference.

9. 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.

10. Student Transition

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

11. Modifications

This Agreement may be modified or amended only by mutual written consent of the Parties.

12. Termination

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

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

In the event either party terminates this Agreement, Eagle Academy 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 right which has accrued to either party to the date when such termination becomes effective.

In order to facilitate an orderly transition, the Parties agree that in the event of a termination, they shall reasonably cooperate with each other to develop a mutually acceptable transition plan 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 to be 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 Eagle Academy to: Ric Bradshaw, Sheriff  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, Florida 33406-3001

If to the School District, to: Arthur C. Johnson, Ph. D.  
Superintendent of Schools  
School Board of Palm Beach County  
3360 Forest Hill Boulevard  
West Palm Beach, FL 33406

With a copy to: Derri Parkey Ed.S.  
Director of Educational Alternatives  
School Board of Palm Beach County  
1800 Osceola Drive  
West Palm Beach, FL 33409  
Facsimile: 561-242-4135

16. Severability

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

17. Waiver and Delay

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

18. Assignment; Binding Agreement

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

19. Representations and Warranties of Eagle Academy

Eagle Academy hereby represents and warrants to the School District as follows:



Eagle Academy hereby represents and warrants that it complies with the Civil Rights Act of 1964, IDEA, Title IX of the Education Amendments 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. 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, 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,

**Palm Beach County Sheriff's Office (Eagle Academy)**

By: \_\_\_\_\_  
Ric Bradshaw, Sheriff

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: Katherine K. Sullivan  
Associate Counsel

Date: 5/31/06

**Addendum Concerning Fingerprinting to the Agreement  
Between the School Board of Palm Beach County (“School Board”)  
and \_\_\_\_\_ (“Contractor”)**

The parties have entered into a Contract dated \_\_\_\_\_ for the Contractor to provide certain services to the School Board. The parties wish to amend the Contract based upon the terms and conditions contained herein. The following language is hereby incorporated into the Contract:

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.

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

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

[Contractor]

The School Board of Palm Beach County, Florida

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**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**