

COOPERATIVE AGREEMENT
THE SCHOOL BOARD OF PALM BEACH COUNTY
AND
WORKFORCE ALLIANCE, INC.

This Cooperative ("Agreement") is made and entered into this 1st day of July, 2007, by and between the School Board of Palm Beach County, Florida, hereinafter referred to as the "District" and Workforce Alliance, Inc., hereinafter referred to as the "Agency."

WHEREAS, it will be of benefit to the District's students for the District and the Agency to enter into a mutual agreement in order to provide educational and workforce development services for youth; and,

WHEREAS, the Agency certifies to the District that it is a non-profit organization chartered by the State of Florida to provide workforce development services; and,

WHEREAS, the District will identify sites for the provision of workforce development services to students, as identified and/or coordinated by the student's home school; and,

WHEREAS, workforce development services provided by the Agency will be offered only to students identified by the student's home school who are determined to be eligible under state and federal guidelines; and

WITNESSETH

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

I. GENERAL TERMS – MUTUAL RESPONSIBILITIES

A. Term: The term of this Agreement shall commence on the 1st day of July, 2007 and terminate on the 30th day of June, 2010, unless otherwise terminated in accordance with any provisions of this Agreement.

B. 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. The parties recognize their respective liability for certain tortuous 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 their respective 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 governmental entities have under said statute. Each party covenants to maintain sufficient professional, general liability and worker's compensation coverage, unless self-insured, regarding its respective liability, throughout the term of Agreement.

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

E. Confidentiality: This Agreement in no way shall interfere with the private treatment procedures of students as carried out independently by the Agency. Such records bearing on said relationship and treatment shall not constitute a public record and will be held by the Agency. The Agency shall comply with all state and federal laws governing the confidentiality of student records. Periodic reports of student progress through this Agreement shall be included with the school records and shall be considered a part of the student's school record.

F. 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.

G. 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.

H. Governing: This Agreement shall be governed by the laws of the State 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.

I. This Agreement may be amended or modified in writing by the District 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.

J. The Agency and the District shall at all times comply with applicable local, state and federal law, rules and regulations, including standards for health and safety of the student.

K. Notice: Notice under this Agreement may be given to the District by U.S. Mail to The Department of Choice Programs and School Choice, 3330 Forest Hill Boulevard, C-124, West Palm Beach, Florida 33406.

L. Notice: Notice under this Agreement may be given to the Agency by U.S. Mail to ATTN: President/CEO, Workforce Alliance, Inc., 326 Fern Street, Suite 301 West Palm Beach, Florida 33401.

II. RESPONSIBILITIES OF THE DISTRICT

A. The District will identify students who are in need of the Agency's workforce development services and make appropriate referrals through the student's home school. If the Agency is providing services to the student for issues that do not impact the student's academic progress, the Agency may not see the student during school hours. The District will secure informed parental permission for said workforce development services. Parental permission shall be required prior to access to student records.

B. If the Agency desires to meet with a student at the student's home school during school hours, the District shall provide a space for the Agency's staff to meet with the student in accordance with privacy and safety.

C. At the principal's discretion, the Agency shall have computer access to provide a link to the Agency-based data files

D. The District will assist in scheduling the Agency to see the student to avoid meeting with the student during core-subject area times.

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

III. RESPONSIBILITIES OF THE AGENCY

A. The Agency shall, as hereinafter set forth, meet the following criteria:

1. Require fingerprint documentation and security clearances and as necessary to meet District's requirements. The Agency shall execute the Addendum Concerning Fingerprinting, which is attached hereto as Exhibit A.
2. Maintain appropriate occupational and professional licenses.
3. Present appropriate identification to school staff.
4. Sign in at the school center at each visit to the student's home school.
5. Provide a signed release from the parent, as appropriate.
6. Meet with the principal/designee to determine appropriate time, schedule, and/or location of service delivery.
7. Develop a reporting and visitation schedule.
8. Develop a process to advise staff regarding issues of concern.

9. Update principal/designee of student progress.
10. Assist in the evaluation of the program/service.
11. Attend school-based team meetings, as requested.
12. Follow all rules and regulations of the school.
13. Maintain confidentiality regarding school issues.
14. Comply with the principal's request(s) in the event of an emergency.
15. Update staff listing in accordance with this Agreement.

B. The Agency shall require its personnel to be properly credentialed. The Agency shall be responsible for all personnel issues of its staff in the execution of this Agreement. The Agency shall maintain and incur all costs and expenses of any and all licenses and permits required by law or ordinance to provide workforce development services.

C. Personnel issues regarding conduct of the Agency's personnel may be initiated by party, the Workforce Alliance Director, or the building principal.

D. The Agency shall take the premises as they are at the time of occupancy.

E. The Agency may provide the following services at the school site: individual student consultation and parent support services.

F. Supervision of the Agency's personnel will be the responsibility of the Agency. While on school grounds, the Agency personnel will be responsible to the principal. The Agency's personnel will provide the principal or designee with a written description of services that will be provided, name(s) of student(s) that will be served, and the length and duration of services before services begin at the school site. The Agency personnel providing services will provide the principal, or designee, with a release signed by the parent/guardian. The Agency personnel providing services will give school personnel 48 hours notice prior to meeting with a student in the school.

G. If the family of a student chooses to have the Agency or representative provide necessary services, the family may need to meet specific criteria as established by the Agency.

H. The Agency personnel providing services shall maintain a plan of service per identified student, which is reviewed in accordance with school personnel. The Agency personnel providing services will provide a copy of the plan of service to related school personnel prior to services being provided to ensure effective planning and congruence of services provided to the student. The Agency shall maintain a record of students receiving services and provide the District with a summary of all services provided on a schedule established by school personnel.

I. Agency personnel shall present a current data photo identification badge to the main office each time a school is visited.

J. The Agency personnel providing services shall participate, if needed, at school sites, as a consultant, or on an as-needed basis.

K. The Agency personnel providing services shall notify school personnel of any staff/personnel changes within one (1) week of the change.

L. The provision of services, as stated in this Agreement, will be provided with the approval of the principal or the District designee and will be consistent with school policies and procedures.

M. Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the Agency's signature below, the District hereby designates the Agency for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the District recognizes the Agency has legitimate educational interests in receiving this information in order to carry out the Agency's responsibilities for the school or District under the Agreement. As a condition precedent to receiving confidential student information, the Agency agrees to the following:

1. 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 Agency has a legitimate educational interest in receiving only the following fields of student data [name, grade-level, school

attending, grades, test scores, attendance records and other such data required for benchmarking student goal attainments and program outcomes].

2. 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 Agreement); and

3. shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Agreement and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and

4. will comply with the requirements of Fla. Admin. Code Rule 6A-I.0955 (6) (g), that student information shall not be disclosed by the Agency in any form to any party other than appropriate school officials or the Agency'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

5. 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

6. will dispose of all information disclosed to it by the 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 timely 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.

N. The Agency shall execute the Addendum Concerning Student Information, which is attached hereto as Exhibit B.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, This Agreement has been executed on the date and year first written above. This Agreement shall cover the period July 1, 2007 through June 30, 2010.

For Workforce Alliance, Inc.

For The School Board
of Palm Beach County, Florida

Kathryn Schmidt, President and CEO

William G. Graham, Chairman

Date: _____

Date: _____

Arthur C. Johnson, PhD., Superintendent

Date: _____

Reviewed and Approved for form and legal
sufficiency— Office of Chief Counsel

By: 

Date: 2/15/07

**Addendum Concerning Fingerprinting to the Agreement
Between the School Board of Palm Beach County ("School Board")
and Workforce Alliance, Inc. ("Contractor")**

The parties have entered into a Contract dated July 1, 2007, 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: _____

Exhibit # A



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

**Contract/Agreement Addendum
Concerning Student Information**

ADDENDUM, Concerning Student Information, to the Contract/Agreement ("the Contract") dated , July 1, 2007
between the school (*named below*) or The School Board of Palm Beach County, Florida (*named below*) and vendor partner
(*named below*).

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

Vendor or Partner Workforce Alliance, Inc.

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, The School Board of Palm Beach County, Florida (the "School Board") hereby designates [vendor/partner] ("the Party") as an "other school official" for the purpose of receiving limited personally-identifiable student information under section 1002.22(3)(d)2, Florida Statutes, because the School Board recognizes the Party has a legitimate educational interest in receiving this information in order to carry out the Party's responsibilities for the school or School 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 Party's duties and/or services under the Contract. The School 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. (Indicate fields of data requesting below); and

Student's name, Address, Date of Birth (DOB), Birthplace, Grade level, School Attending

- 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 the Party's 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 other 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 minor child's 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 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, 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 (*vendor/partner*)

Workforce Alliance, Inc.

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

Date

The School

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

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

Date