

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, 2007 through June 30, 2008
Termination Clause	For convenience with 30 days notice
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses.
Regulatory issues	N/A
Confidentiality Provision	N/A
Warranties	N/A
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	FLORIDA LAW & PB COUNTY VENUE

Business Principles:

Comments

Sound Business Principles	YES
Reasonableness of Fees	Please refer to page _____.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	Please refer to page _____.

Other Issues:

Comments

Conflict of Interest Disclosures	N/A
Non-Negotiable Issues	NONE
Miscellaneous Issues	NONE
Appropriate Departmental Sign-off	YES

Special Considerations: _____

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

Blair Lewis 8/1/07
By: Attorney (Name and Date)

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

This Agreement, dated July 1, 2007, 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 "PBSO". The School District and PBSO shall be collectively known hereafter as the "Parties."

WHEREAS, the School District and PBSO 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 PBSO's Eagle Academy program ("Program"). The Program will serve up to 95 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.

WHEREAS, the School District and PBSO 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 PBSO exercises sole authority over the operation of the therapeutic program for which the School District assumes no liability by its execution of this Cooperative 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 presentations, terms, and covenants hereinafter set forth, the Parties hereby agree as follows:

1. Term

The term of this Agreement shall be from July 1, 2007 through June 30, 2008. 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 PBSO 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.
3. The Eagle Academy is a residential program, whose organization and training focuses on at-risk youth. The Parties understand that the Program is designed upon a military model and that it is made up of two (2) separate programs, one for at-risk male youths and one for at-risk female youths. Notwithstanding the foregoing, the Parties understand that both male youths and female youths participating in the Program must have access to comparable facilities, have equal time and access to course offerings, and must be treated equally with regard to their ability to participate and benefit from the educational opportunities and training provided by the Program.

4. Parties' Responsibilities

PBSO 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 Chapter 1013, Florida Statutes, Florida Requirements for Educational Facilities. The location of Facilities must be appropriate for educational purposes.
- B. Assist Palm Beach County Board of County Commissioners in ensuring that all facilities, owned by Palm Beach County, and used to house students, teachers, or staff for the Program meet the standard building code for the Florida Department of Education's Requirements for Educational Facilities – 1999 edition and the National Fire protection Association (NFPA 101 1999 edition). PBSO will also assist Palm Beach County, Florida and the School District in ensuring that the standard building code for the Florida Department of Education's Requirements for Educational Facilities – 1999 edition and the National Fire protection Association (NFPA 101 1999 edition) is met for all Palm Beach County owned buildings that house students, teachers, and staff. Building inspections will be coordinated through the School District Office of Uniform Building Code. The Palm Beach County School District Office of Uniform Building Code should inspect and approve a building prior to the any new site being built or selected. PBSO will not hinder any necessary modifications or repairs agreed to by the County and the School District.
- 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. PBSO will consult with the School District prior to the expulsion or suspension of any participant in the Program, except in

emergency situations as necessary to protect the health and welfare of students. However, PBSO retains the right to terminate any individual from participation in the Eagle Academy Program.

- 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 School Board Policy Section 5.189 (Discipline of Students Eligible for Services under the Individuals with Disabilities Education Act), inasmuch as it is consistent or does not contradict the rules governing the Program. The participating students shall be fully apprised of the rules governing the Program, including those rules relating to discipline and expulsion, upon entering the Program.
- G. Ensure that the Eagle Academy Director attends or sends a designee to the monthly School District Advisory Meetings.
- H. Provide written notification to the Department of Alternative Education within twenty-four hours after expulsion or voluntary withdrawal of any student from the Program for any reason, except that if such student is expelled or voluntarily withdraws from the Program on a Friday, PBSO must provide such notice within seventy-two hours. Whenever possible, PBSO will provide advance notice to the Department of Alternative Education of a participant's expulsion or withdrawal from the Program. Included in the notification will be a written statement as to the reason for the withdrawal and any and all supporting documentation.
- I. Collaborate with the School District in the recruitment and selection process of students to ensure diversity of enrollment.
- J. Ensure that PBSO Eagle Academy Staff attend all requisite training on School District discipline and harassment procedures provided by the School District.
- K. Collaborate with School District staff to install instructional software provided by the School District.
- L. Permit access to computers for instruction and the repair of non-functioning hardware and software owned by Palm Beach County or PBSO in a timely manner.
- M. 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.
- N. Plan Program activities that do not conflict with the School District's provision of a minimum of 300 minutes of instruction daily.

- O. Provide the Department of Alternative Education with four (4) weeks prior notification for off site activities taking place during the instructional day, unless mutually agreed to by both Parties. In addition, at the beginning of each semester, PBSO shall provide a School District approved form to each Parent or Guardian which authorizes the youth to participate in any and all field trips approved by the Commander of the Eagle Academy during their participation in the Program.
- P. Provide at least one staff member to be assigned to each teacher to assist with the behavior control in the academic areas at all times.
- Q. Use reasonable means to protect and safeguard all non-consumable instructional materials, computer hardware and audio visual equipment supplied by the School District. Any loss or damage to these materials if determined to be caused by the negligence of the PBSO, will be replaced or reimbursed by PBSO.
- R. 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.
- F. Provide all requisite training on School District discipline and harassment procedures to PBSO Eagle Academy staff. Said training shall be scheduled at reasonable times to ensure availability of Eagle Academy staff and the School District shall assume all instructor and materials costs related to the training.
- G. Provide an educational program with minimal disruptions for a minimum of 300 minutes each school day. Services will be provided in accordance with the School District approved annual calendar.
- H. Comply with all applicable policies and procedures of the Palm Beach County Sheriff's Office while on Eagle Academy property.

5. Staff, Security Clearance and Access

All employees of the School District providing services at the PBSO Eagle Academy must undergo LiveScan fingerprinting. This obligation is satisfied where the School District employee has undergone a background check pursuant to section 435.04, Florida Statutes for licensure, certification, employment, or other purposes and who submit evidence of meeting the following criteria to PBSO: 1) the license or certificate is active and in good standing, 2) the employee meets the screening standards in section 435.04, and 3) the criminal history check was completed by the School District within 5 years prior to seeking access to the Program. Once an employee has been approved by the School District to provide services for the Program, the employee may only be removed or denied access to the Program upon notice by the Commander of the Eagle Academy that there is reasonable cause to remove or deny access based upon disruptive behavior or behavior which is disruptive to the operation or security of PBSO or Eagle Academy. Such notice must be provided to the School District Superintendent and must outline specific facts showing why removal or denial of access is warranted. The School District shall in no way interpret such removal to require dismissal or other disciplinary action against said employee.

All School District employees providing services at the PBSO Eagle Academy will be issued a PBSO I.D. card.

The School District will consult in good faith with the Commander of the Eagle Academy as to the selection of any administrative School District personnel who is assigned to oversee the educational component of the Program. The School District shall provide PBSO with forty-eight hours notice of any change to the teaching staff and five-business days notice of change in the administrative personnel assigned to Eagle Academy. Such consultation and notice requirements shall not limit or restrict the School District's authority to select its personnel.

6. Sovereign Immunity

Both parties recognize their 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, this provision shall not be construed as a waiver of any right of defense that either party has under said statute.

7. Insurance

Both the School District and PBSO 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.

8. 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. PBSO 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

PBSO 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 even either party terminates this Agreement, PBSO 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 even 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 PBSO to:

Ric L. 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:

Director of Educational Alternatives
School Board of Palm Beach County
1800 Osceola Drive
West Palm Beach, FL 33409
Facsimile: 561-242-4135

With a copy to:

Commander, Eagle Youth Academy
38800 State Road 80
Belle Glade, FL 33430

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 wavier 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 PBSO

PBSO hereby represents and warrants to the School District as follows:

PBSO 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.

IN 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 L. Bradshaw, Sheriff

Date: _____

By: Lt. Robert DiNoro O.I.C.
Commander, Eagle Academy 08-01-07

The School Board of Palm Beach County

By: _____
William G. Graham, Chairperson

Date: _____

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

Date: _____

Reviewed and Approved As To
Legal Form and Sufficiency

By: Blair [Signature]
Associate Counsel

Date: 8/1/07