

**AGREEMENT BETWEEN
SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA and
ALTERNATIVES UNLIMITED, INC.**

This Agreement for services is made by and between the School Board of Palm Beach County, Florida, 3340 Forest Hill Blvd., C-316 West Palm Beach FL. 33406, hereinafter referred to as "SBPBC," and Alternatives Unlimited, Inc., 8508 Loch Raven Boulevard, Suite E, Towson, Maryland 21286, hereinafter referred to as "AU."

WHEREAS, in accordance with Florida law, a school district may contract with a community-based organization that operates a community-based innovative instructional program that meets the unique needs of at-risk students; and

WHEREAS, **SBPBC** and **AU** desire to cooperate in rendering services to students who have dropped out of school;

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, **SBPBC** and **AU** agree as follows:

TERM

This Agreement shall become effective with the signatures of the School District of Palm Beach County's Superintendent and School Board Chairman and **AU** authorized signor. The Agreement will be effective from the date of execution and shall continue in effect until June 30, 2008, unless terminated or otherwise amended. This Agreement may be reviewed annually, and either party may request amendments. Any proposed amendments or modifications shall be submitted in writing by either party at least thirty (30) days prior to formal discussion or negotiation on the issue. Any amendments shall become effective only if agreed to in writing observing all the formalities of this Agreement.

PROGRAM DESCRIPTION

AU will provide a community-based alternative education program called "**Drop Back In**" for **SBPBC** eligible students. "Eligible Students" shall include students who are not high school graduates, who are between the ages of 16 years through 21 years old and are not currently enrolled in an educational program, and who are residents of Palm Beach County. The parties expect that Eligible Students shall receive academic services sufficient to enable them to satisfy **SBPBC** graduation requirements.

The "**Drop Back In Program**" ("DBIP") instructional staff will use the SBPBC course matrices in delivering instructional services to program students. AU will use Nova.net software which supports the School District of Palm Beach County ("School District") course matrices. The same end-of-course assessments used in the School District's high schools will be used at AU sites.

The "**DBIP**" will be included as an exit option in the School District's Department of Supplemental Educational Services.

The **"DBIP"** shall follow the **SBPBC** calendar unless the School District's Superintendent or designee approves an alternate calendar. **AU** agrees to provide not less than five (5) hours of instructional time per day. The **"DBIP"** classes shall not exceed an average daily attendance pupil/instructional staff ratio as prescribed by the Florida Department of Education or the pupil/instructional staff ratio as subscribed to by the **SBPBC**. Supervision and control of students while in the **"DBIP"** shall be the sole responsibility of **AU**.

AU agrees to operate its **"DBIP"** in accordance with all requirements and guidelines as may be requested by **SBPBC** throughout the term of this Agreement in order to ensure that the program is in compliance with all applicable federal, state, and local laws and agency rules, regulations, and guidelines and to insure that **SBPBC** remains entitled to receive maximum funding from the State of Florida for participating in this Agreement.

AU shall comply with the legal entitlements of special students identified as exceptional and those who are limited English proficient, by compliance with the No Child Left Behind Law, the Federal Court Order Florida META Consent Decree, and the **SBPBC** English Language Learners Plan.

AU shall provide the **SBPBC**, with its written procedures governing intake, evaluation, dismissal, and separation of students of the **"DBIP"** by **August 1, 2007**.

AU shall provide the **SBPBC** its written policies regarding the conduct and disciplining of students while they are enrolled in the educational program. **AU** shall adopt the School District Code of Student Conduct and at the time of intake shall secure student and parent/guardian signatures acknowledging an understanding of the rules and penalties for violating them. **AU** administrative staff will meet quarterly or more as needed with School District Administrative staff to discuss the program and progress of its students. The School Board of Palm Beach County will provide the **"DBIP"** with available Code of Conduct manuals for each student enrolled in the program.

FACILITIES

AU agrees to provide educational services at various sites within the community. Four (4) sites will open at the beginning of the first semester. The maximum enrollment for these four sites will be 392 students or 49 students per session (2 sessions per day per site). In the event that registrations exceed 90% of the maximum enrollment at any time during the first semester, **AU**, in consultation with the Director of Supplemental Educational Services, will be permitted to open other sites in order to accommodate all interested students so that no student will be placed on a waiting list and therefore denied an opportunity to pursue an education. **AU** understands and agrees to the requirement that the **SBPBC** will implement a program of monitoring to ensure successful implementation of the **DBIP** program. **AU** agrees to maintain the facilities in accordance with federal, state and local laws, city ordinances, and School District policy. All sites selected by **AU** for use in the performance of this Agreement will be reported to the **SBPBC** Facilities Department representative two weeks prior to the first day of the academic school year. **AU** welcomes recommendations and/or suggestions

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of viable sites for the “**DBIP**” sites from the **SBPBC**. All computer lab and internet wiring will be configured and installed by AU.

AU will comply with the standard requirements as specified for the programmed use, as determined in the Florida Building Code, the Florida Fire Prevention Code, Americans with Disabilities Act (Guidelines), and the State Requirements for Educational Facilities **SBPBC** recommends that proposed sites and floor plans be reviewed for code compliance by the **SBPBC** Building Department prior to any commitment by AU regarding said sites. **AU** shall ensure that the property owner maintains current sanitation and health certificates and that all leased sites comply with all annual fire inspection requirements for educational facilities.

ADMINISTRATIVE AND INSTRUCTIONAL STAFF

AU shall identify a “**DBIP**” administrator with the authority to make decisions on behalf of **AU** and who will represent **AU**, including but not limited to, all required administrative meetings and training. In the event that such administrator is not available, an **AU** designee approved by **SBPBC** may represent **AU** when appropriate and necessary.

All **AU** teachers must meet the certification requirements as set forth in Chapter 6A-4 of the State Board of Education Rules and assigned classes in accordance with the Florida Course Code Directory. All **AU** employees, appointees, or agents who are permitted access to AU sites when students are present or who come into contact with students as part of the educational program must submit to a background check at **AU** expense in a manner prescribed by the **SBPBC (Exhibit B)**. **AU** agrees to remove all persons providing services to students under this Agreement that do not meet the standards under **SBPBC** Board Policies on criminal background checks and employee history checks.

All **AU** teachers must be qualified in a manner prescribed by the **SBPBC** to teach limited English proficient students.

AU shall employ a minimum of one Exceptional Student Education (ESE) certified teacher to develop, implement and determine mastery of the Individual Educational Plan (IEP) goals for special education students. The **AU** shall employ an ESE Specialist who shall participate in admission and exiting conferences, IEP preparation and staffing, and maintaining ESE compliance for special education students. **AU** shall promptly notify designated **SBPBC** personnel and complete all appropriate forms and paperwork in the event that any **AU** teacher or staff suspects that a particular **SBPBC** student in the program may have a disability, which may qualify him/her for special education services.

AU shall promptly notify designated ESOL **SBPBC** personnel of ESOL enrollment, or language proficiency assessment and continuance of ESOL services.

AU shall employ properly certified substitute teachers for permanent instructional personnel who are temporarily absent due to illness or personal reason.

AU shall provide its teachers with a minimum of ten (10) paid hours annually during which they may upgrade skills through participation in **SBPBC** sponsored or School

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District Superintendent's designee approved **AU** in-service activities. The cost of said activities, if any, shall be **AU's** responsibility. **AU** shall assume responsibility for credentialing of its employees including, but not limited to, costs associated with participation in a School District program.

STUDENT EVALUATION

AU shall conduct an academic assessment of each student upon intake (BASI Test). The results of this assessment combined with the student's previous class schedule and educational goals shall determine the instructional strategies employed while the student is enrolled in the **AU's** educational program. **AU** shall design a student schedule outlining a course of study that the student is to follow. All courses offered must lead toward a standard high school diploma. **AU** agrees to use the SBPBC course matrices. **AU** will require of all "DBIP" students, the School District's approved academic credit standard for a high school diploma as outlined in the School District Student Progression Plan. With respect to Special Education students, **if appropriate**, accommodations, as stated on the IEP, will be made to the curriculum in order for the student to meet the requirements of a high school diploma.

Subsequent to the review of academic history, each non-ESE student shall have developed an Academic Intervention Plan (AIP) that shall identify the academic needs of the student stated as short term and long term academic goals. The AIP shall be reviewed and revised with the student participating on regularly scheduled intervals.

AU agrees to prepare students for taking FCAT, End of Course examinations, and any other School District-wide mandated assessment by ensuring that each **AU** teacher delivers appropriate instruction.

AU agrees to administer the FCAT, End of Course examinations, and other School District-wide mandatory tests on-site, utilizing **AU** staff, certified to meet all legal mandates and School District/state policies.

The **AU** shall maintain individual achievement records in a form prescribed by the **SBPBC** for each student. Included therein must be a record specifying which competencies have been mastered, the date on which mastery was achieved, and the signature of the certified teacher verifying mastery.

AU shall make available a quiet, private room for **AU** psychological evaluations and ESE and/or ESOL interviews or parent/teacher meetings. The cost of such evaluations shall be borne by **AU**.

SBPBC shall periodically evaluate, if it so chooses, the quality of the **AU** educational program. The Superintendent's designee shall give the **AU** ten (10) calendar days prior notice by United States Postal Service certified mail, return receipt requested. **AU** shall cooperate with the **SBPBC** employees, appointees, and/or agents as they attend to their assigned task. Upon development of a final report, the **AU** shall be given twenty

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(20) calendar days to react and draft a response which shall be included in the report to the **SBPBC**.

TEXTBOOKS

AU agrees to provide students state-adopted textbooks, as ordered by **AU** through the School District Office and the Textbook Department at no additional cost to **SBPBC**, above such compensation set forth on page 7 of this Agreement, to assure continuity upon students integrating back into **SBPBC**.

ATTENDANCE and MEMBERSHIP

AU agrees to comply with the **SBPBC** attendance policy as described in the Code of Student Conduct in order to prevent truancy and promote school attendance. **AU** agrees to take attendance daily and forward information to the appropriate **SBPBC** designee on an agreed upon timeline. **SBPBC** will provide **AU** with information from the TERMS system for those students enrolled in DPIIP.

AU's full time equivalent membership shall be counted during the official FTE/FEFP survey weeks in October and February. A student is in membership when he/she is officially assigned (not withdrawn) to a course or program by the **SBPBC**. To be reported for funding, each student must be enrolled and scheduled appropriately in the state automated data system. All course identification must be accurate such as state approved course number, section number, period number, days per week and class minutes.

The student must be in attendance at least one day during the FTE/FEFP survey week or one of the six days/classes preceding the survey period. Survey periods occur in October and February. The presence, absence, or tardiness of each student shall be checked, each day, and recorded daily in the Automated Student Attendance Record-keeping System. To comply with the rules, a pupil is in attendance if actually present at the school site or away from school on an approved field trip.

STUDENT RECORDS

AU will prepare and maintain records relating to the students and the program in accordance with **SBPBC** daily quality record requirements to include demographic data, test scores, discipline records, attendance, withdrawal (leave) code documentation and other appropriate information, and input such information by either (a) installing and using appropriate technology and connectivity as designed by **SBPBC** at **AU's** sole expense, or (b) providing personnel to receive training from **SBPBC** and to input required information at a designated **SBPBC** site;

AU understands that **SBPBC** must have access to copies of student administrative and educational records in order to effectively participate in this Agreement. **AU** agrees to provide **SBPBC** access to all student, administrative, educational and financial records required to monitor and evaluate the effectiveness of the program. **AU** agrees to allow **SBPBC** access to all facilities, including classrooms, during regular operation hours in order to facilitate such monitoring activities.

To the extent that **AU** or **SBPBC** will come into possession of student records and information, and to the extent that **AU** or **SBPBC** will be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, both parties agree to comply with all requirements of the Family Educational Rights and Privacy Act and the Florida Department of Education Information Act. In the event that **SBPBC** is required to furnish information or records of **AU** pursuant to the Florida Department of Education Information Act, **AU** shall furnish such information and records to **SBPBC** and **SBPBC** shall have the right to release such information and records.

To the extent permitted by law, **SBPBC** shall make available upon request of the **AU**, any and all educational records in its possession for **AU**' *"Drop Back In"* clients including, but not limited to, academic assessments, psychosocial profiles, limited English proficiency, grade reports, attendance data, and cumulative records. **AU** shall comply fully with laws, policies and rules guaranteeing the confidentiality of student educational records and access thereto.

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. **AU** shall execute the Addendum Concerning Student Records attached hereto as Exhibit A, which is incorporated herein by this reference.

TRANSPORTATION

Transportation to the *"DBIP"* sites **will not be provided by SBPBC**. Under extenuating circumstances, with prior approval from **SBPBC**, **SBPBC** trunk routes may be used to transport students to a *"DBIP"* site. **AU** understands that **SBPBC** will not provide funds for transportation to the sites.

MEDIA

AU shall implement and comply with all **SBPBC** policies and procedures, including but not limited to the **SBPBC** media policy.

SBPBC PARTICIPATION

Provide **AU** a list of students eligible for participation in the *"DBIP"*. **AU** requires the most recent and updated listing of students who have dropped-out (withdrawn) from school. The list must contain complete names, addresses and phone numbers.

Monitor the performance and services provided by **AU** in accordance with performance standards outlined in this Agreement.

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Monitor the preparation and maintenance of **SBPBC/AU** record requirements to include demographic data, test scores, discipline records, attendance, lesson planning, grade reporting and recording, and other appropriate or required information.

Assist in arranging for **AU** teachers and/or staff to participate in **SBPBC** staff development activities, both mandatory and optional, and classroom visitations and observations as requested.

Meet quarterly or more as needed with **AU** Administrative staff to discuss the program and progress of its students.

COMPENSATION

AU shall maintain all financial records related to the educational component of the program for three (3) years after such record is created.

SBPBC, at its option, may desire to account for funds paid to **AU** through an independent audit at the **SBPBC's** expense. If the **SBPBC** elects to exercise this option, the School District Superintendent shall give **AU** ten (10) calendar days prior notice by United States Postal Service certified mail, return receipt requested. **AU** shall cooperate with the **SBPBC's** employees, appointees, and/or agents as they attend to their assigned task. Upon development of a final report, **AU** shall be given twenty (20) calendar days to react and draft a response which shall be included in the report to the **SBPBC**.

It is agreed that **SBPBC** will act as the agency through which all funds will pass through in the process of paying **AU**. Payment to **AU** will be based upon the number of students enrolled and reported by **AU** as of the **FTE** snapshot date. **AU** will be responsible for refunding to the **SBPBC** any revenue lost at the **AU** reporting site as a result of errors identified in **FTE/FEPE** or program audits. **The SBPBC will retain 5% of the base per-student cost for implementing this Agreement. The balance of 95% will be paid to AU. The SBPBC may retain 10% if textbooks are provided to AU by the School District with the balance of 90% being paid to AU.** The **SBPBC** will determine how much of the base per-student cost is funded by **FTE/FEFP** with the balance, if any, being funded by other sources. **AU will receive no additional funds for the operation of this program from SBPBC.**

REPORTS AND EVALUATIONS

AU shall submit to **SBPBC** within thirty (30) days after the execution of this Agreement the most recent financial statement of its assets and liabilities. **SBPBC** will accept an un-audited version. **AU** understands and agrees that such statement accompanying this Agreement may be a public document and Authorized Version and authorizes **SBPBC** to release the statement as a part of this Agreement.

AU will maintain and retain throughout the term of this Agreement and for a period of at least two (2) years, financial information that indicates utilization of funds received from **SBPBC**. In the event of a state or federal audit of **SBPBC** regarding expenditures of

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state funds, **AU** shall make available for inspection such financial information as required by the State Department of Education or other auditing agencies.

AU agrees to submit an annual report of each year of implementation, starting with the end of the first year of implementation. The annual report must contain basic demographic data, attendance rates, enrollment data, and achievement data on all participating students. Student achievement data shall include, but not be limited to, the number of credits earned by students, the number of credits earned per student, the number of students participating in the program, and the number of graduates exiting the program. These data must be sufficient to allow judgment of the program effectiveness in achieving its stated objectives.

If requested, **AU** will provide a final summative project report to **SBPBC** at the completion of the contract term. This report will include, but will not be limited to project background information, a description of the project implementation, and accomplishments and conclusions.

SBPBC reserves the right to conduct its own evaluation of this project at any time to verify effectiveness.

AU and **SBPBC** intend to utilize the results of the evaluations and written reports as part of the criteria for continuation or termination of future participation in the program. No reports or evaluations created pursuant to this Agreement may be released to third parties without prior written consent of **SBPBC** which consent shall not be unreasonably withheld.

DISPUTES

In cases of conflicts concerning philosophies or approaches to be used in the program, a solution shall be sought through communication between the **AU** Administrator and the Superintendent's designee.

If it is impossible to achieve a solution to the problem at these levels, the appropriate School District Superintendent/designee and the **AU** Administrator shall arrive at a mutual decision. If the School District Superintendent/designee and the **AU** Administrator are not able to reach a mutual decision, then the School District Superintendent/designee's decision is final.

RELATIONSHIP OF THE PARTIES

It is understood and agreed that **AU** is an independent contractor and that neither it nor any employees or agents contracted by this institution shall be deemed for any purposes to be employees (paid or volunteer) or agents of **SBPBC**. This Agreement does not create a joint venture or business partnership under Florida law. **AU** assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to the Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, benefits and like

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requirements and obligations. In no event shall either party be responsible or liable to the other party for any action or inaction of its respective officials, agents, administrators, employees, volunteers and students.

INSURANCE

AU agrees to provide and maintain during the term of this Agreement automobile liability, general liability, professional liability, and workers' compensation insurance in amounts required by **SBPBC**. **AU** will provide **SBPBC** with original certificates of insurance evidencing such insurance and coverage amounts. Such certificates shall provide that **SBPBC** will receive thirty (30) days prior written notice before cancellation or alternation of any coverage shown. **SBPBC** will be added as an additional insured on the automobile liability and general liability policies. **SBPBC** shall be provided a Waiver of Subrogation on the automobile liability, general liability, and workers' compensation insurance.

NO WAIVER OF IMMUNITY

Neither **AU** nor **SBPBC** waives or relinquishes immunity or defense on behalf of itself, its trustees, officers, employees, or agents as results of the execution of this Agreement and performance of the functions and obligation described herein.

NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in Acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

RIGHT IN PROPERTY

All title to **AU** supplies, equipment furniture, and records shall remain the sole property of **AU**. All title to **SBPBC** furnished supplies; equipment, furniture, materials and/or textbooks shall remain the sole property of **SBPBC**.

TERMINATION

The Agreement may be terminated prior to expiration of the term as follows:

1. By mutual written agreement of the parties hereto, which agreement shall state the effective termination date and any other terms and conditions of said termination.
2. By either party hereto, with or without cause at the end of any school year.
3. By either party hereto, with or without cause, with thirty (30) days prior written notice to the other party.
4. Immediately, by either party, hereto, upon a breach of the terms of this Agreement, after first giving the other party written notice of the breach and permitting the other party ten (10) calendar days to remedy said breach. **SBPBC** shall determine compliance on any such breach related to the safety and

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instruction of **SBPBC** students in compliance with all applicable laws and **SBPBC** policy.

NOTICE

Any notice required to be given under the provisions to this Agreement shall be in writing and shall be duly served when it shall be hand delivered to the addresses set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office Addressed to the party at the following addresses:

To: **AU**

Alternatives Unlimited, Inc.
Attn: John Sullivan, Chief Operating Officer
8508 Loch Raven Blvd., Suite E.
Baltimore, MD 21286

To: **SBPBC**

Palm Beach County School District
Attn: Dr. Arthur C. Johnson , Superintendent of Schools
3340 Forest Hill Blvd., C-316
West Palm Beach, FL. 33406

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

NO ASSIGNMENT

No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party.

SECTION HEADINGS

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

GOVERNING LAW

This Agreement is made in the State of Florida and shall be construed, interpreted, and governed by the laws of such state. The parties irrevocably consent to the sole and

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exclusive jurisdiction and venue of the State and/or Courts for any action under this Agreement.

NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party.

COMPLETE UNDERSTANDING

This Agreement shall constitute the complete understanding of **AU** and **SBPBC**, and may not be modified in any manner without the express written consent of both parties.

PERFORMANCE OF WORK

AU shall perform the services, furnish the equipment, facility, and personnel, and do all things necessary and proper for the performance and completion of the work required by this Agreement all at **AU's** sole cost and expense.

THREE ORIGINALS

This Agreement is executed in three (3) counterparts, each of which shall have the full force and effect of an original Agreement, and each of which shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Agreement to be effective on _____, 2007.

AUTHORITY

Each person signing this Agreement on behalf of each party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

APPROVED AS TO FORM BY

Alternatives Unlimited, Inc

9/10/2007

General Director Policy
and Compliance
Palm Beach County School District

Chief Operating Officer

ATTEST:

School Board of Palm Beach
County, Florida

BY: _____
Dr. Arthur Johnson
Superintendent

William G. Graham
Chairman

Florida contact for the implementing of the program and the liaison to the District:

Dr. Gerald J. Luongo
Vice President – “DBIP”
Local Palm Beach County Office to be established
And address provided to PBSB

**Reviewed and Approved
as to Legal Sufficiency**

Handwritten signature 9/10/07

904-343-8508 (cell) note area code is 904
954-545-1753 (fax)

Exhibit A
ADDENDUM, Concerning Student Information, to the Contract
("the Contract") dated 9/10/2007 between The School Board of Palm Beach and
Alternatives Unlimited, Inc.

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 Alternatives Unlimited, Inc.[*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*]: _
- Name, Mailing Address, Phone and other contact information, academic history, transcript, general school health records, previous school attendance and behavior records, all national, local and or State test scores, most recent IEP for ESE students, and anyother information deemed necessary by AU in consultation with appropriate Palm Beach County District Personnel in order to provide the student enrolled in the DBIA program with the most comprehensive educational program in order to succeed.
- 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.

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

[*Legal name of the Party*]

The School Board of Palm Beach County

By: _____

By: _____

Date: _____

Date: _____