

FISCAL YEAR 2010-2011

INTERAGENCY AGREEMENT BETWEEN

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
AND
THE DEPARTMENT OF MILITARY AFFAIRS, STATE OF FLORIDA

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (hereafter referred to as "School Board"), and THE DEPARTMENT OF MILITARY AFFAIRS, STATE OF FLORIDA (hereafter referred to as "DMA"), enter into this Agreement to facilitate the establishment of a Florida Youth Challenge Program (hereafter referred to as "Program"). This Program is congressionally authorized, is based on a national model implemented in numerous states, and is operated by the Department of Defense through the National Guard Bureau and the participating states. The Program will be conducted at the Camp Blanding Joint Training Center located in Clay County, Florida, and will be called the Florida Youth Challenge Academy (hereafter referred to as "Academy"). The primary objective of this program is to provide a highly disciplined and motivational environment, free from outside distractions, which fosters academics and General Educational Development (GED) completion, leadership development, personal growth, self-esteem, and physical fitness for qualifying at-risk high school dropouts. Participants in the Program are young men and women 16 but not over 18 years of age upon entry into the Residential Phase of the Program. Individuals must be: high school dropouts for at least 30 days (but not over 2 years); citizens or legal residents of the State of Florida and the United States; unemployed or underemployed, drug free, mentally and physically capable of completing the program; not charged, under indictment, awaiting sentencing, nor convicted of a felony; and not on probation, nor parole for other than juvenile offenses. Participation in this Program is totally voluntary.

This Agreement represents collaboration between the SCHOOL BOARD and the DEPARTMENT OF MILITARY AFFAIRS serving both agencies' objectives to improve their communities and promote public safety. All funds expended pursuant to this Agreement will be in compliance with state and federal laws governing these funds. The specific terms and conditions of this Agreement are as follows:

1. EFFECTIVE DATE

The terms of this Agreement shall begin on July 1, 2010, and shall end on June 30, 2011. This Agreement may be renewed annually for a similar term, upon written approval of the parties. Prior to renewal of said Agreement, the parties will confer regarding the number of instructional days required, projected number of participants, instructional support anticipated, and any other issues related to this Agreement.

2. SCHOOL BOARD DUTIES INCLUDE, BUT ARE NOT LIMITED TO:

- a. Providing adequate instructional staff to meet state GED standards of instruction with a student-teacher ratio of 25:1. Final approval of staff selection will be made in consultation with the Academy leadership.
- b. Providing substitute teachers when necessary.
- c. Coordination and education planning of each cadet with the Academy leadership.
- d. Providing supervision and evaluation of School District teachers in consultation with the Academy leadership.
- e. Consulting with Academy leadership in the development, evaluations, monitoring of the curriculum, and budgetary requirements.
- f. Providing necessary test materials (within funding constraints), supplies, and miscellaneous equipment needed by the School Board's instructional staff to administer the educational program (the acquisition of which shall be in full compliance with the School Board's procurement policies).
- g. Executing daily educational activities pursuant to the mutually coordinated and approved Academy school year calendar consisting of two 90-day sessions beginning in July and January and ending in December and June, respectively, plus instructor preparation time prior to each session.
- h. Allowing Academy staff access to permanent student records.
- i. Sharing of information for required reports to the Academy and government agencies (local, state and federal).
- j. Providing computer systems and GED preparatory software/books/workbooks, etc., contingent upon Department of Education (DOE) and/or Department of Juvenile Justice (DJJ) Florida Education Finance Program (FEFP) funding levels and/or additional legislative funding to THE CLAY COUNTY SCHOOL DISTRICT for Academy educational enhancements.
- k. Providing instructional personnel and equipment for applied technology courses of instruction through obtainment of additional FEFP funding, grants, and/or additional legislative funding to THE CLAY COUNTY SCHOOL DISTRICT for Academy educational enhancements.
- l. Providing one certified high school counselor to work with the Academy counselors and one data entry clerk for TERMS (a State reporting system)/CHAMEIS (a Federal reporting system) entry requirements.

- m. Preparing memorandums of understanding/agreement (MOU/MOA) and/or interagency agreements (IA) between the School Board and DOE and/or DJJ to meet procedural and statutory requirements.
 - n. Ensuring teachers participate in Academy scheduled student programming/progress review sessions.
 - o. Maintaining student records for a period of three years. Access to these records will be available to Academy leadership.
 - p. Salaries for instructional and support personnel provided by the School District to the Academy shall comply with the salary schedule approved by the School Board of Clay County for the Clay County School District.
3. DEPARTMENT OF MILITARY AFFAIRS DUTIES INCLUDE, NOT ARE NOT LIMITED TO:
- a. Providing general assistance to the School District with regard to the Academy.
 - b. Coordinating with the School Board in the development of plans for the operation, coordination, and evaluation of the Academy to meet DOE and/or DJJ statutory requirements.
 - c. Maintaining adequate student enrollment to support the School District's financial requirements through FEPF funding to cover the salaries and benefits package (not to exceed the funding limits authorized by the Federal/State cooperative agreement) for five teachers (one lead teacher and four GED teachers), one certified counselor, and one data entry clerk. Failure to maintain adequate student enrollment will result in the reduction of the number of teachers provided by the School District (student/teacher ratio will be maintained at the 125:1 level).
 - d. Providing appropriate classroom and office space for School District teachers at no cost to the School Board.
 - e. Providing computer systems to include all software and software supplies, and computer stations for three 25-student/station classrooms and one 12-student/station remedial lab. The School District will provide these computer systems and related GED software when the conditions of paragraph 2j above are met.
 - f. Handling of all student disciplinary problems associated with the Academy.
 - g. Providing basic health services to the students through employment or contracting of a licensed nurse or nurse practitioner.

- h. Providing food service to the students (at no cost to the students) during each 22-week residential phase.

4. FINANCIAL PROVISION:

- a. Fiscal Agency: The DMA shall be the fiscal agency for the Academy. The School Board shall be the fiscal agent for all revenues generated through FEFP, grants, etc., which are received for the purpose of operation the Academy's educational component.
- b. Accounting: The School Board shall account for all revenue and expenditures in the manner required by the Florida Department of Education and/or United States Department of Education. In addition, the School Board shall comply with any required Academy accounting the reporting requirements.

5. STAFF:

- a. Staff Positions: In coordination with current Program, the School Board may add or reduce the number of School District teachers, as needed to insure sufficient services.
- b. Employment: Teachers/other personnel (hired by the School Board) and used by the Program shall be employees of the School District. All School District's employees are subject to the School Board's policies and administrative regulations.
- c. Supervision: The School Board shall, in consultation with the DMA, provide supervision of the School District's teachers/other personnel. The School District's supervisor shall be responsible for the evaluation of the performance of the teachers/other personnel assigned to the Program under the terms of this Agreement. Continuous daily on-site evaluation is not necessary.
- d. Complaints: The DMA agrees to promptly transmit to the Assistant Superintendent for Human Resources, verbally and in writing, any and all complaints of performance or misconduct pertaining to any of the School District's teachers or other personnel assigned to the Program.

6. TERMINATION

Any party to this Agreement may terminate this Agreement for any reason without further liability to the party by giving the other party written notice by first class mail no later than sixty (60) days prior to the end of the ACADEMY school year. Such termination shall become effective at the end of the school year.

7. SUBCONTRACTING:

The School Board shall not assign this Agreement or enter into any subcontracts for the purpose of fulfilling this Agreement without prior written permission of the DMA. If written permission is obtained, the School Board shall ensure that the subcontractor will comply with all provisions of this Agreement. Subcontracting out some portions of the School Board's obligations under this Agreement shall in no way release the School Board from its obligation to perform that or any portion of this Agreement or in any way diminish its responsibility thereto. Any purported assignment or subcontracting in violation of this provision shall be null and void.

8. SCHOOL DISTRICT'S LIABILITY INSURANCE:

The School Board shall purchase and maintain such insurance or provide evidence of self-insurance as will protect it from claims set forth below which may arise out of a result from the School District's operations under this Agreement, whether such operations by itself or by any contractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

- a. Claims under workers' disability compensation, disability benefit and other employee benefit act.
- b. Claims for damages because of bodily injury, occupational sickness or disease of its employees.
- c. Claims for damages because of injury, occupational sickness or disease, or death of any person other than its employees, subject to the limits of liability required by law for each occurrence and, when applicable, by law for the annual aggregate for non-automobile hazards and as required by law for automobile hazards.
- d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from, subject to a limit liability required by law for each occurrence for non-automobile hazards and as required by law for automobile hazards.
- e. The insurance shall be written for the same limits of liability currently purchased by or in force for THE CLAY COUNTY SCHOOL DISTRICT or as required by law.

9. LIABILITY:

All liability losses, or damages resulting from claims, demands, costs or judgments arising out of personal and/or bodily injuries or property damage resulting from acts, omissions or negligence of the School Board, its officers or employees, in carrying out the obligations of the School Board under this Agreement shall be the responsibility of the School Board and not the DMA. The School Board shall hold the DMA harmless for any claims filed by any of its employees. It is, however, expressly understood and agreed that nothing herein shall be construed as a waiver of any governmental immunity that the School Board has as provided by statute or modified by court decisions, which immunity shall be asserted to the maximum extent possible.

By entering into this Agreement, neither the DMA nor its agencies waive any immunity defenses that may be extended to it by operation of the law, including limitations on the amount of damages that may be awarded or paid.

10. RELATIONSHIP OF PARTIES:

The relationship between the DMA and the School Board is that of an independent contractor. No agent, employee, or servant of the School Board, the School District or any of its subcontractors shall be or shall be deemed to be an agent, employee, or servant of the DMA for any reason and vice versa. The School Board will be solely and entirely responsible for its acts and the acts of its agents, employees, or servants and subcontractors during the performance of this Agreement and likewise for the DMA.

All parties hereto shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of such party in refraining from doing so at any time. The failure of any party at any time to enforce its rights under such provisions strictly in accordance of the same shall not be construed as creating a custom in any way or manner contrary to specific provisions of this Agreement or as having in any way or manner modified or waived the same. All rights and remedies of the respective parties hereto are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

11. FINANCIAL RECORD REQUIREMENTS:

The DMA and School Board shall maintain and retain all records in support of reported expenditures and shall make such records available for public review or financial audits as may be requested. Records shall include books, records, documents and other evidence including, but not limited to, vouchers, bills, invoices, requests for payment and other documentation which according to generally accepted governmental accounting principles, procedures and practices sufficiently and properly document all program costs expended in the performance of this Agreement. Such records shall be maintained for a minimum of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. The aforesaid records, books,

documents, and other evidence shall be subject at all times to inspection, review, or audit by state or federal auditors, the State Comptroller, or other personnel authorized upon request.

12. AUDITS:

THE SCHOOL BOARD shall be responsible for responding to any audit inquiries or audit findings identifying revenues or expenditures regarding FEFP funding specified for the education component of the Academy. Audit records shall be kept on file for ten (10) years.

13. NOTICES:

Each party to the Agreement shall appoint a Contract Administrator. It is expressly agreed and understood that these contact persons shall have no authority to legally bind the DMA and School Board. All notices must be given in writing and shall be deemed given when delivered to or deposited in the mail via certified mail/return receipt requested to the contact persons. All reports, billings, and correspondence to the respective parties to the Agreement shall also be sent to the contact persons.

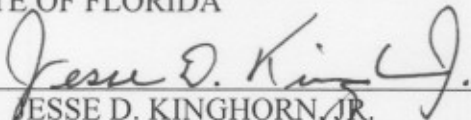
This Agreement incorporates all the agreements, covenants, negotiations, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement or modified with the consent of all parties hereto, which consent must be evidenced by an instrument in writing executed by all parties or their respective successors or permitted assigns.

14. CERTIFICATION:

By executing this Agreement, THE FLORIDA DEPARTMENT OF MILITARY AFFAIRS certifies that expenditures made of funds transferred pursuant to this Agreement are allowable.

IN WITNESS WHEREOF, the parties have caused their hand to be set to this Agreement written by the respective authorized officials thereto.

DEPARTMENT OF MILITARY AFFAIRS
STATE OF FLORIDA


By: JESSE D. KINGHORN, JR.
Title: Director of Financial Management
Department of Military Affairs

Date: 6-22-10

SCHOOL BOARD OF CLAY COUNTY,
FLORIDA

By: Lisa Graham.
Title: Chairman

Date: _____

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