

# **MEMORANDUM OF AGREEMENT BETWEEN SANTA ROSA KIDS' HOUSE AND SANTA ROSA SCHOOL DISTRICT**

## **I. Parties**

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Santa Rosa School District ("SRSD") and SANTA ROSA KIDS' HOUSE.

WHEREAS, the SANTA ROSA KIDS' HOUSE's services or program described in this MOU will be provided at no cost to SRSD, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable SANTA ROSA KIDS' HOUSE to provide said services/program on school(s), site(s) ("Schools") selected in Section II of the MOU.

## **II. Program Sites**

Unless otherwise agreed to in writing by the parties, the School(s) governed by this agreement are the elementary schools in Santa Rosa County.

## **III. SANTA ROSA KIDS' HOUSE Responsibilities/Scope of Services**

A. Provide a description of the services that your program will be providing SRSD. Please be specific by answering all of the following questions

1. A brief description of the type of services your program generally provides.

Child Safety Matters curriculum, by Monique Burr Foundation. Program will teach children about safety and responsibility, types of abuse, bullying, character development, and digital safety. Implementation will begin with 3<sup>rd</sup> grade students with plans to extend implementation to preceding grades through the duration of this agreement.

2. The relevant experience of the SANTA ROSA KIDS' HOUSE personnel that will be providing the services:

Victim Advocate certified in program, based on 16-hour training.

3. All of the expectations and goals listed below apply.

- ☐ Ensure a high quality instructional core
  - ☐ Develop student's social health/skills
  - ☐ Develop student's emotional health
  - ☐ Develop student's physical health
  - ☐ Develop student's cognitive and academic skills
  - ☐ Create equitable opportunities for learning
  - ☐ Ensure, maintain, or support high quality and effective instruction
  - ☐ Prepare students for success in college and careers
  - ☐ Help ensure, create, and/or sustain safe, healthy and supportive schools
  - ☐ Create accountability for quality
  - ☐ Help create full service community schools in SRSD
  - ☐ Increase, raise graduation rates
- B. Ensure that all SANTA ROSA KIDS' HOUSE personnel will comply with any policy and systems in place at SRSD and School(s). This includes, but is not limited to the following:
1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on SRSD property. No students, staff, visitors, of SANTA ROSA KIDS' HOUSE are to use drugs on these School(s).
  2. **Anti-Discrimination**—It is the policy of SRSD that in connection with SANTA ROSA KIDS' HOUSE's services in this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the SANTA ROSA KIDS' HOUSE agrees to comply with applicable Federal and Florida laws.
  3. **Conflict of Interest**—SANTA ROSA KIDS' HOUSE shall abide by and be subject to all applicable SRSD policies, regulations, statutes or other laws regarding conflict of interest. SANTA ROSA KIDS' HOUSE shall not hire any SRSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. SANTA ROSA KIDS' HOUSE agrees to alert SRSD in writing if and when a potential conflict does arise.
  4. **Family Education Rights and Privacy Act**—SANTA ROSA KIDS' HOUSE shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
- C. **Communication**—Communicate with School(s) and SRSD staff, both formally and informally, to ensure, to the best of the program's ability, that the SANTA

ROSA KIDS' HOUSE'S services are aligned with the School(s) and SRSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or SRSD staff, provide reasonable data and information to students participating in the SANTA ROSA KIDS' HOUSE's program.

- D. **Confidentiality**—SANTA ROSA KIDS' HOUSE shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of SRSD. SANTA ROSA KIDS' HOUSE will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the SANTA ROSA KIDS' HOUSE's program as a participant could be made.

E. **Background Screening – Santa Rosa Kids' House:**

1. Will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standard established by the statutes. The Vendor shall maintain the certification for review by designated school officials
2. Will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees
3. Shall maintain a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Santa Rosa Kids' House will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added
4. Agrees that in the event the Santa Rosa Kids' House or any employee who they have certified as completing the background check and meeting the statutory standard then is convicted of any disqualifying offense, the vendor shall not permit said employee on school property
5. As required by the provisions of State Board of Education Rule 68 – 1.006(5), The Principles of Professional Conduct of the Education Profession in Florida and Florida Statutes, contractual personnel who have direct contact with students or who have access to/or control of funds are required to self-report within forty-eight (48) hours to the Director of Student Services any arrests/charges involving the abuse of a child, the sale and/or possession of a controlled substance, or any disqualifying

offense. Such notice shall not be considered an admission of guilt, nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, self-reporting shall also be required for any conviction, finding of guilt, withholding of adjudication, commitment of a pretrial diversion program, or entering of a plea of guilty or nolo contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment

6. The parties agree that in the event that the Santa Rosa Kids' House fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Santa Rosa Kids' House agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

**F. Insurance**

1. The Provider shall furnish proof of the following insurance to the Board by Certificate of Insurance:
  - a. The Certificate of Insurance shall state that the Board, its members, officers, elected officials, employees, agents, and volunteers are additional insureds under the policy or policies
  - b. The Provider shall provide Certificates of Insurance to the District's Risk Manager at 5086 Canal St., Milton, FL 32570, prior to the start of any work under this contract
  - c. The Provider's insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by this contract
2. All insurance policies shall be issued by companies with either of the following qualifications:
  - a. The Provider must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company
  - b. With respect only to Workers' Compensation Insurance, the Provider

must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurer fund pursuant to Florida Statutes

- c. The Provider shall maintain Workers' Compensation coverage as required by Florida Statute 440, covering all Provider employees employed in connection with this contract and Employers' Liability Insurance with minimum limits of \$1,000,000 per occurrence
- d. The Provider shall procure and maintain for the life of the contract/agreement, Comprehensive Liability Insurance, Broad Form, including Products and Completed Operations Liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the contract. The coverage must be on an occurrence form basis with minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability
- e. The Provider shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be on an "Any Auto" or "Comprehensive Form" policy. The coverage shall be on an occurrence form policy. In the event the Provider does not own any vehicles, hired and non-owned coverage shall be provided in the amounts listed above.

**G. Indemnification/Hold Harmless:**

- 1. The Provider shall indemnify the Santa Rosa County School Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the Board, its agents, officers, elected officials, employees, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged:
  - a. Bodily injury, sickness, disease, 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 the Provider or it's subcontractor, or other party directly or indirectly employed by the Provider for whose acts may be liable in performance of the work; or
  - b. Violation of law, statute, ordinance, governmental administration order, rule or regulation by the Provider in the performance of the work; or
  - c. Liens, claims or actions made by the Provider of any subcontractor or other party performing the work

2. The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Provider or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar
3. Any cost or expense, including attorney's fees, incurred by the Board to enforce the contract shall be borne by the Provider

## **V. Responsibilities of Santa Rosa School District**

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the SANTA ROSA KIDS' HOUSE.
- B. **Janitorial Service**—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Ensure that SANTA ROSA KIDS' HOUSE has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.
  1. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of SRSD, provide SANTA ROSA KIDS' HOUSE access to student assessment data for all students at School(s) including, but not limited to, Florida Standards Test (FST) scores and site-based assessments. Students identified may be protected by the use of ID numbers.
  2. Provide SANTA ROSA KIDS' HOUSE with any other student information reasonably necessary to provide its services consistent with the SANTA ROSA KIDS' HOUSE's program and to evaluate the impact of its program on students at School(s).

## **VI. Duration**

This MOU shall be in place for 2019-2024.

## **VII. Termination**

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

SIGNED BY: \_\_\_\_\_ Dated: \_\_\_\_\_

NAME: Sherry Smith

TITLE: Director of Student Services, Santa Rosa County Schools

SIGNED BY: \_\_\_\_\_ Dated: \_\_\_\_\_

NAME: Keith Ann Campbell

TITLE: Coordinator, Santa Rosa Kids House