

**MEMORANDUM OF AGREEMENT
BETWEEN
BREVARD PUBLIC SCHOOLS
AND
Cby25 Initiative Inc.
FOR THE PROVISION OF SERVICES FOR A
Guidance Counselor on Special Assignment**

This agreement is made and entered into this _____ day of _____, 2008 by and between the Brevard County Public Schools, 2700 Judge Fran Jamieson Way, Viera, Florida 32940, a public body hereinafter referred to as **School District** and Cby25 Initiative, Inc., hereinafter referred to as the **Provider**, whose physical and mailing address is 313 East Oak Ave, Tampa, Florida 33602.

WITNESSETH, the parties hereto, in recognition of their mutual responsibility to provide and integrate services that are beneficial to meeting the needs of children and youth and their families on school grounds, desire to enter into an agreement whereby Cby25 Initiative, Inc. and the School District shall work cooperatively to provide supportive services.

**Article I.
Scope of Service**

Guidance Counselor on Special Assignment: Youth in Foster Care

With a grant from the Eckerd Family Foundation in support of the "Connected by 25" Project in Brevard County; Cby25 Initiative, Inc. has contracted with the School District to provide a **Guidance Counselor** for the 2008 – 2009 and 2009 – 2010 school years specific to foster care youth ages 13-18 (or those still enrolled post age 18) and placed in the Brevard County School System in accordance with the *duties & responsibilities* as outlined in Exhibit A. (Attached)

The position of *Guidance Counselor on Special Assignment* will be employed by the School District. The School District assumes all responsibility and liability appropriate to their employment contracts and shall have no claim against Cby25 Initiative, Inc. This agreement does create and will not be deemed to create any type of legal relationship between the Cby25 Initiative, Inc. and the School District.

**Article II
Period of the Agreement**

The agreement shall become effective July 1, 2008 and be in force up to, and including June 30, 2010.

**Article III
Staff and Compensation**

Section A: Staff

Numerous studies reinforce the belief that a high school diploma in conjunction with a sound base of literacy and academic skills are of high importance to the post-secondary success of youth in foster care. Challenges such as attendance issues, behavior problems and special education needs that go unidentified contribute to the academic performance level of youth in foster care being far below that of their peers.

For most youth, schools work in partnership with families and provide supportive environments that encourage both academic and emotional growth and development. However, for foster care youth, this support structure is often times missing. This absence of this partnership can result in youth facing multiple hurdles when they enter the classroom. The position of *Guidance Counselor on Special Assignment* will work with youth placed in Brevard County's Foster Care

System to address the individual educational needs of the youth.

The position of *Guidance Counselor on Special Assignment* will be employed by the School District with the understanding that Cby25 Initiative Inc. staff and partners will be part of the interviewing process to insure the person selected for this grant funded position is an individual who has an understanding of the complex system barriers that may impact the academic attendance and performance of youth in Brevard's foster care system.

Section B: Compensation

Cby25 Initiative, Inc. through the "Connected by 25" project in Brevard County shall pay the contract amount not to exceed \$136,000 for the guidance counselor on special assignment from July 1, 2008 through June 30, 2010 in accordance with the following payment schedule:

2008-2009 School Year	
July 1, 2008	\$34,000
January 2, 2009	\$34,000
2009-2010 School Year	
July 1, 2009	\$34,000
January 4, 2010	\$34,000

The contract amount will cover the following as detailed and other incidental costs not identified

- a) Salary and Benefits
- b) Office Space/Office Telephone
- c) Computer & Cell Telephone
- d) Internet Access
- e) Mileage Reimbursement

**Article IV
Termination of Agreement**

Termination without Cause:

Either the School District or Cby25 Initiative, Inc. may terminate this Agreement without cause by delivering written notice to the other party at least thirty (30) days prior to the date on which termination is to be effective.

Termination for Cause:

At any time during the term of this Agreement, if either party breaches or fails to perform its responsibilities and obligations under the terms hereof, and the defaulting party fails to correct such deficient performance to the reasonable satisfaction of the other party within sixty (60) days after receipt of written notice from the other specifying such deficiency, the non-faulting party may terminate this Agreement by giving written notice to the other.

**Article V.
Record Keeping Requirements**

The School District will keep adequate records and supporting documentation to this contracted matter. Furthermore, the School District shall make available as allowed by law, all records for audit or inspection purposes. Said records and documentation shall be retained for a minimum of five (5) years from the date of termination of this Agreement.

**Article VI.
Statement of Assurance**

During the performance of this Agreement, Cby25 Initiative herein assures the School District that said Cby25 Initiative is in compliance with Title VII of the 1964 Civil Right Act, as amended, and Florida Human Rights Act of 1977, in that Cby25 Initiative does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner, Cby25 Initiative employees or applicants for employment. Cby25 Initiative understands and agrees that this agreement is conditioned upon the veracity of this State of Assurance. Furthermore, Cby25 Initiative herein assures the School District that said organization will comply with Title VI of the Civil Rights Act of 1964 when federal grant funds are involved in the provision of the services required hereunder. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination as herein delineated are included by this reference thereto. This statement of assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

**Article VII.
Notification Requirements**

Both parties hereto agree to give all notices and comply with all laws, ordinances, rules and regulations applicable to the provision of the supportive services required herein. If either party observes that any of the provisions of this Agreement are at variance therewith, said party will give the affected party prompt written notice thereof. Any necessary changes to the provisions contained herein shall be adjusted by an appropriate modification hereto.

**Article VIII.
Indemnification Requirements**

To the extent provided by law, Cby25 Initiative agrees to indemnify and hold harmless the School District for all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of Cby25 Initiative and its agents, subcontractors, and employees, in the course of the operation of this contract. Further, Cby25 Initiative agrees to defend the School District upon receiving timely written notification from the School District, against all claims, suits, judgment, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of Cby25 Initiative and its agents, subcontractors, and employees, in the course of the operation of this contract. In no event shall the School District be liable for or have any obligation to defend against such claims, suits, judgments, or damages, including court cost and attorney's fees, arising out of the sole negligent or intentional acts of Cby25 Initiative

**Article IX.
Severability**

If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties hereto contained herein are not materially prejudiced and the intentions of the parties continue to be affective.

**Article X.
Language and Form**

The form, or any of the language contained in this Agreement, shall not be interpreted or construed in favor of or against either party hereto as the drafter thereof.

**Article XI
Modification**

This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties' hereto. Similarly, no agreement that effects the provisions of this Agreement shall be valid unless in writing and executed by Cby25 Initiative and the School District

The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained therein.

IN WITNESS WHEREOF, the SCHOOL DISTRICT and Cby25 Initiative have executed this Agreement the date first above written.

ATTEST: For Cby25 Initiative, Inc

BY _____

Title: _____ Date: _____

ATTEST: For School District

BY _____

Title: _____ Date: _____

BY _____

Title: _____ Date: _____

Exhibit A
Scope of Work

I. Duties & Responsibilities

Grant Funded Guidance Counselor: Specific to Foster Youth:
Beginning Age 13 – Through Grade 12
Brevard County School System

Position responsibilities of Guidance Counselor specific to foster care youth:

- Ensure foster youth* in grades 6-12 are in the appropriate and least restrictive educational placement
- Ensure foster youth* who are at least 13 years of age and placed in grades 6-12 have a written education plan as outlined in FS 409.1451
- Ensure foster youth* are receiving educational services including but not limited to tutoring, ESOL, FCAT Remediation, Career Planning and employment/apprenticeship opportunities
- At the request of the foster youth*; facilitate the prompt transfer of education and health records when the youth* transfer/change schools
- Assist foster youth*, CBC of Brevard staff and Foster Care Providers in understanding:
 - 1- School Credits and Graduation Requirements
 - 2- FCAT & HSCT Testing Requirements
 - 3- Special Education Services Available
- Act as liaison for foster care youth to appropriate school district personnel who can facilitate the enrollment and attendance in the appropriate educational program and/or services such as IEP, special needs curriculum and section 504 status.
- Work with the foster youth* to develop an *Education Plan* that documents at a minimum:

Diploma Track: Regular Special (Level: Independent Supported Participatory; see attached IEP for details)

Current GPA (High School/Other) _____

Status of special education services (remedial or accelerated)

Foster Youth's stated Post High School Goal

- 4 year-College/Universities
- 2 year Community College & Transfer to 4 year-College/Universities
- 2 year Community College
- Career/Technical certification
- Full Time Employment
- Military Service

Describe the youth's progress in achieving their identified Post High School Goal.

Describe services provided to the youth in order to assist them in achieving their identified Post High School Goal.

- Provide the same education services and Education Plan development for foster care youth* placed in a juvenile justice program

***All references to Foster Youth in this document are further specified as foster youth at age 13 through graduation that are in a licensed foster care placement or Subsidized Independent Living**