

MEMORANDUM OF UNDERSTANDING
BETWEEN

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA
CHILDREN'S HOME SOCIETY OF FLORIDA
AGAPE COMMUNITY HEALTH NETWORK

UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES, on behalf of Brooks College of Health and College of Education and Human Services, and
THE FLORIDA STATE COLLEGE OF JACKSONVILLE
BOYS AND GIRLS CLUB OF NORTH FLORIDA

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this _____ day of _____, 2020 by and between The School Board of Duval County, hereinafter referred to as "DCPS", Agape Community Health Network, hereinafter referred to as "ACHN", the University of North Florida Board of Trustees, on behalf of its Brooks College of Health and College of Education and Human Services, hereinafter referred to as "UNF", the Florida State College of Jacksonville hereinafter referred to as "FSCJ", and the Boys and Girls Club of North Florida hereinafter referred to as "BGCNF", and the Children's Home Society of Florida hereinafter referred to as "CHS". Collectively, the parties may be referred to as Core Collaborators.

WITNESSETH:

WHEREAS, all parties of this MOU desire to work together to create community school to be housed at Edward H. White Military Academy Leadership. A "Community School" shall be defined as a school focusing on improving student well-being and success, involving parents and engaging the community, in order to provide:

- High quality academic programs and tutoring
- Onsite health and mental health services
- Mentoring and Leadership activities that focus on improving well-being and achievement
- Year round and after hours activities and services
- Parent and community engagement through school planning, adult education, and social services programs
- School and community wide achievements

NOW, THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties intending to be legally bound, hereby agree as follows:

1. GENERAL SCOPE OF THIS MOU

All parties shall work collectively as "core partners" to establish and maintain Edward H. White Military Academy of Leadership (as currently named), 1700 Old Middleburg Road North, Jacksonville, FL 32210 as a Community Partnership School™ site.

The collaborative work shall include, but not be limited to:

- a. Maintaining a point of contact for the Community Partnership School™ at Edward H. White Military Academy of Leadership;

- b. Submitting the two year implementation and three year sustainability grant application to the Center for Community Schools and Child Welfare Innovation, College of Health and Public Affairs at University of Central Florida.
- c. Identifying potential sources for the required 25% match funding (\$25,000) per grant requirements and other needs as identified in the community assessment and strategic plan.

2. PUBLICITY

The Core Partners agree that any publicity or communication regarding the activities under this MOU will only be made upon the prior written agreement of all Parties. Furthermore, the name, logo, or other likeness of any party (or its affiliate) shall not be used in any public event, press release, marketing materials or other public announcements without the prior written approval of such party.

3. OBLIGATIONS OF DCPS

DCPS shall:

- a. Serve as the sole school district Core Partner under this MOU.
- b. Ensure collective and collaborative communication and planning with all core partners.
- c. Identify funding sources as applicable.
- d. Serve on the Executive and Leadership Councils of the community school.
- e. Maintain the school site, physical location and access for components of the community school framework.

4. OBLIGATIONS OF ACHN

ACHN shall:

- a. Serve as sole health care facilitator under this MOU
- b. Ensure collective and collaborative communication and planning with all Core Collaborators and leadership agencies.
- c. Identify funding sources as applicable
- d. Serve as Executive and Leadership Councils of the community school
- e. Serve as the lead entity in the development of the health services delivery system within the community school.

5. OBLIGATIONS OF UNIVERSITY/COLLEGE PARTNERS

- a. Serve as a Core Partner under this MOU.
- b. Serve as a higher education facilitator under this MOU.
- c. Ensure collective and collaborative communication and planning with all Core Collaborators and leadership agencies designated as part of the community school.
- d. Identify funding sources as applicable.
- e. Serve on the Executive and Leadership Councils of the community school.
- f. Serve as the lead entity in the development of decisions and practices related to research, data

collection and areas in which UNF serves as an expert.

6. OBLIGATIONS OF FSCJ

- a. Serve as a Core Partner under this MOU.
- b. Serve as a higher education facilitator under this MOU.
- c. Ensure collective and collaborative communication and planning with all core partners designated as part of the community school.
- d. Identify funding sources as applicable.
- e. Serve on the Executive and Leadership Councils of the community school.
- f. Serve as the lead entity in the development of decisions and practices related to research, data collection and areas in which FSCJ serves as an expert.

7. OBLIGATIONS OF BGCNF

- a. Serve as a Core Partner under this MOU
- b. Serve as an Expanded Learning Partner and collaborator under this MOU.
- c. Ensure collective and collaborative communication and planning with all core partners designated as part of the community school.
- d. Identify funding sources as applicable.
- e. Serve on the Executive and Leadership Councils of the community school.
- f. Serve as the lead entity in the development of decisions and practices related to research, data collection and areas in which the SJRSC serves as the expert.

8. OBLIGATIONS OF CHS

- a. Serve as the sole lead non-profit Core Partner under this MOU.
- b. Serve as the primary grant-submitting agency for the UCF implementation grant.
- c. Ensure collective and collaborative communication and planning with all core collaborators and leadership agencies.
- d. Identify funding sources as applicable.
- e. Serve on the Executive and Leadership Councils of the Community Partnership School.
- f. Serve as the lead non-profit entity in the development of the social service and mental health delivery system within the Community Partnership School™.
- g. Engage and employ the individual who shall act as the Community School Director. The individual shall be an employee of CHS.
- h. Obtain and provide proof of General Liability Insurance that is at least \$1,000,000.00 per occurrence, and \$2,000,000.00 general aggregate. The DCPS, ACHN, UNF, FSCJ and BGCNF shall be added as the additional insured

9. TERM

The initial term of this MOU is for a period of three (3) years, which shall automatically renew on an annual basis until terminated by any one of the Parties, for a period of up to twenty-five years.

10. TERMINATION

Any one of the Parties may at any time, withdraw from this MOU and terminate its participation for convenience and without cause. However, the Parties agree that the party seeking to withdraw from this MOU and terminate its participation shall provide Notice of Termination to each other party at least ninety (90) days prior to the effective date of any termination.

11. INDEMNIFICATION AS TO CHS, ACHN AND BGCNF

Each party covenants and agrees at all times to save, hold and keep harmless each other party against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees, and liability of every kind and nature whatsoever to the extent permitted by laws arising out of or in any way connected to a party's performance of this Agreement. However, this indemnification shall not operate to release any party of liability for their own negligence. Each party assumes the risk of all liability arising from its respective activities pursuant to this Agreement and from the acts or omissions of its respective officers, agents and employees.

The party seeking indemnification shall promptly notify the other party in writing of any claims for which it is seeking indemnification and shall forward to the other party all documents in its possession related to the matter and shall fully cooperate in the defense of any claim. Failure to provide prompt notice of a claim for indemnification will not bar the party's claim for indemnification except to the extent the other party is prejudiced by such failure.

12. INDEMNIFICATION AS TO DCPS, UNF AND FSCJ

(For entities with Sovereign Immunity ONLY, the third paragraph below must be added – F.S. 768.28) Notwithstanding the foregoing, nothing contained in this Agreement shall be construed or interpreted as (1) denying to any party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes."

13. ASSIGNMENT

No party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of all other parties, which consent shall not be unreasonably withheld or delayed. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder. This MOU shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns. This MOU is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this MOU.

14. NOTICE

All notices, requests, consents, and other communications required or permitted under this MOU shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by messenger or

courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to ACHN:

██████████, Chief Operating Officer
Agape Community Health Network
██████████
Jacksonville, FL. 32204

As to CHS:

██████████
Children's Home Society of Florida
██████████
Orlando, Fl. 32810

As to DCPS:

██████████ Ed.D. Superintendent
Duval County Public Schools
██████████
Jacksonville, Fl. 32207

As to UNF:

██████████ Dean, Brooks College of Health
University of North Florida
██████████
Jacksonville, Fl. 32224

██████████ Dean, College of Education and Human Services
University of North Florida
██████████
Jacksonville, FL. 32224

As to FSCJ:

██████████
Dean of education and Human Services
██████████
Jacksonville, Fl. 32202

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

15. NON-WAIVER

The rights of the Parties under this MOU shall be cumulative and the failure of any party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

16. MISCELLANEOUS

The University of North Florida is a constituent member of the Florida state University system existing pursuant to Section 7, Article IX of the Constitution of the State of Florida and is administered by the University of North Florida, Board of Trustees, a public body corporate, pursuant to said Section and Section 1001.72, Florida Statutes.

FSCJ is a political subdivision of the State of Florida. As such FSCJ's performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to any and all Florida laws, Florida regulations and District Board of Trustees Rules which are applicable to the FSCJ's operations, commitments and/or activities in furtherance of any terms specified herein. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of FSCJ to be sued; or (iii) a waiver of sovereign immunity of FSCJ beyond the waiver provided in Section 768.28, F. S. As FSCJ is a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of law.

The School District of Duval County, Florida is a political subdivision of the State of Florida and is governed by the School Board of Duval County, Florida, a public body corporate. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Neither party hereto shall have any express or implied right authority to assume or create any obligations on behalf of or in the name of the party or to bind the other party to any contract, agreement, or undertaking with any third party.

In accordance with the provisions of Chapter 119, Florida Statutes, the parties hereto shall allow public access to all documents, papers, letters, or other material made or received in conjunction with the MOU. Refusal by CHS to allow such public access shall be grounds for unilateral cancellation of this MOU by UNF.

17. BACKGROUND SCREENING

All non-DCPS personnel who come into contact with students as part of this MOU Must submit a background check, in a manner prescribed by DCPS (which manner is required by section 1012.467, Florida Statutes). Any non-DCPS personnel associated with the MOU and who may come into contact with students as part of this MOU will be screened at their respective organization's (ACHN, CHS, UNF, FSCJ, and BGCNF) expense. ACHN, CHS, UNF, FSCJ and BGCNF shall not permit persons to provide services to students under this MOU if any such person does not meet the standards under Florida Law and DCPS's hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this MOU.

18. SUBCONTRACTORS

If ACHN, CHS, UNF, FSCJ, and BGCNF are permitted to subcontract any of the work set forth in this

MOU ACHN, CHS, UNF, FSCJ and BGCNF shall ensure that each subcontractor complies with all provisions of the MOU. ACHN, CHS, UNF, FSCJ and BGCNF will remain liable for the acts and omissions of such subcontractors and proper performance and delivery of the products and/or services set forth in the MOU.

It is the policy of DCPS that directly negotiated contracted services authorized by District Policy 7.41 shall not be brokered. Specifically, ACHN, CHS, UNF, FSCJ and BGCNF must perform at least fifty percent (50%) of the services provided to DCPS in lieu of said services being provided by any subcontractor(s). Inasmuch as this MOU is authorized by DCPS to be signed pursuant to Policy 7.41 ACHN, CHS, UHF, FSCJ and BGCNF represents warrants to DCPS that at least fifty percent (50%) of the services to be provided under this MOU will be provided by directly by ACHN, CHS, UNF, FSCJ and BGCNF.

19. PUBLIC RECORDS LAW

This MOU shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. ACHN, CHS, UNF, FSCJ and BGCNF understand broad nature of these laws and agrees to comply with Florida's public records las and laws relating to record retention. In compliance with section 119.0701, Florida Statutes, ACHN, CHS, UNF, FSCJ and BGCNF agrees to;

- a. Keep and maintain public records required by DCPS in order to perform the service.
- b. Upon request from DCPS's custodian of public records, provide DCPS with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if ACH, CHS, UNF, FSCJ and BGCNF do not transfer the records to DCPS.
- d. Upon completion of the Agreement, transfer, at no cost, to DCPS all public records in possession of ACHN, CHS, UNF, FSCJ and BGCNF or keep to maintain public records required by DCPS to perform the services. If ACHN, CHS, UNF, FSCJ and BGCNF transfers all public records to DCPS upon completion of the MOU, ACHN, CHS, UNF, FSCJ and BGCNF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ACHN, CHS, UNF, FSCJ and BGCNF keep and maintain public records upon completion of the MOU ACHN, CHS, UNF, FSCJ and BGCNF shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to DCPS, upon request of the DCPS custodian of public records, in a format that is compatible with the information technology systems of DCPS.

IF CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATIONS OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS REALTING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR)

20. FERPA

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data. The parties agree to maintain strict confidentiality of students' activities and their records in accordance with applicable state and federal laws and regulations.

21. ENTIRE AGREEMENT; VENUE

This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the Parties as to such subject matter. This MOU may only be amended by a writing that is properly authorized, executed, and delivered to all Parties. This MOU shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for any party to initiate legal action regarding this MOU, venue shall be in Duval County, Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this MOU upon the terms and conditions above stated.

WITNESS

THE SCHOOL BOARD OF DUVAL COUNTY

Signature
Date: _____

By: _____
Title: _____

Print Name: _____

Date: _____

WITNESS

THE CHILDREN'S HOME SOCIETY OF FLORIDA

Signature
Date: _____

By: _____
Title: _____

Print Name: _____

Date: _____

WITNESS

AGAPE COMMUNITY HEALTH NETWORK

Signature
Date: _____

By: _____
Title: _____

Print Name: _____

Date: _____

WITNESS

Signature
Date: _____

Print Name: _____

UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES

By: _____
Title: _____

Date: _____

WITNESS

Signature
Date: _____

Print Name: _____

THE FLORIDA STATE COLLEGE OF JACKSONVILLE

By: _____
Title: _____

Date: _____

WITNESS

Signature
Date: _____

Print Name: _____

THE BOYS AND GIRLS CLUB OF NORTH FLORIDA

By: _____
Title: _____

Date: _____