

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
And
TEEN COURT OF SARASOTA, INC.**

This Agreement is entered into this ²⁰ ~~16~~ ^{November} ~~October~~, 2018, effective as of August 13, 2018, by and between the School Board of Sarasota County, Florida, a body corporate existing under the laws of the State of Florida ("The Board"), and Teen Court of Sarasota County, Inc. ("Teen Court") for the purpose of creating a program to offer a second chance for certain Sarasota County high school students who are at risk of having a criminal record/suspension/expulsion.

I. TEEN COURT AGREES THAT IT WILL:

- A. Provide a Teen Court Case Manager who will be stationed one day per week at each of the following schools: Booker High School, North Port High School, Riverview High School, Sarasota High School, and Venice High School.
- B. Provide its programs and services to students who are referred to it by an administrator at one of the schools listed in paragraph A above. The programs and services are designed to assist teens in making healthy choices through meaningful consequences, peer mentorship, and civic engagement. These services and consequences are done outside of school in the evening hours and weekends.
- C. Upon referral, contact the student and his/her family and schedule an intake appointment.
- D. Communicate with referring school administration to document the student's progress in the program. Teen Court will inform the school when the student completes the program. If the student does not successfully complete the program, Teen Court will so inform the school and school consequences will be implemented.
- E. Assure that all volunteers, employees or agents who will be present on school grounds will be fingerprinted and have their backgrounds checked as provided by Florida law. Teen Court will furnish the results of all background checks to The Board before any of its volunteers, employees or agents will be permitted on school grounds while students are present. Teen Court will further immediately furnish to The Board any notifications of arrests it receives with respect to volunteers, employees or agents who are present on school grounds. Teen Court will bear the cost of the fingerprinting/background checks. The Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by The Board pursuant to Florida law. Like other visitors to school grounds, Teen Court volunteers, employees or agents will also be subject to RAPTOR screening on school campuses.

- F. Provide appropriate supervision and evaluation of its Teen Court staff.
- G. Assure that all volunteers, employees or agents will abide by Family educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g; 34 CFR Part 99) when dealing with student records and all personally identifiable student information. This information will be kept strictly confidential and will not be disclosed to any other person or organization without the prior permission of the district or the parent.
- H. Provide \$25,000 of funds to implement the programs and services described in this agreement.
- I. Provide general and professional liability insurance covering all aspects of this Agreement with limits no less than \$500,000.00 per occurrence, naming The Board as an additional insured. As evidence of such insurance coverage; Teen Court shall furnish The Board with a Certificate of Insurance prior to commencing services under this Agreement.
- J. Hold harmless, indemnify, and defend The Board, its agents, servants, and employees in their official and individual capacities, from any demand, claim, suit, loss, cost, expense, or damage which may be asserted, claimed or recovered against or from The Board, its agents or employees, in their official or individual capacity by reason of any damage to property or injury or death or any person which arises out of, is incident to, or in any manner connected with this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied. Nothing in this provision is intended to waive any sovereign immunity to which the Board may be entitled.
- K. Comply with Florida's Public Records Law including:
 - a) keeping and maintaining public records that ordinarily and necessarily would be required by the Board in order to perform the service;
 - b) providing the public with access to public records on the same terms and conditions that the Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - d) meeting all requirements for retaining public records and transfer, at no cost, to the Board all public records in possession of Teen Court upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Board in a format that is compatible with the information technology systems of the Board.

IF TEEN COURT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

II. THE BOARD AGREES THAT IT WILL:

- A. With appropriate parental consent, through school administrators, to refer students who have had an on campus code of conduct rules violation to Teen Court when it is believed the student will benefit from the Teen Court program. A referral is in lieu of suspension or expulsion and will only be made when a parent and student agree to participate in the Teen Court program which includes the student accepting responsibility for the referral offense and agreeing to drug testing.
- B. Provide an appropriate location at each of the schools listed in paragraph I(A) above, for the Teen Court Case Manager to meet with referred students.
- C. Pay Teen Court a total of \$25,000, payable as follows: \$7,500.00 on or before October 31, 2018, and \$2,500.00 per month, payable by the end of the month for the seven months November 2018 through May 2019.


BOTH PARTIES AGREE:

- A. That Teen Court is an independent service provider and neither it nor any of its supervisors, employees, aides or any other persons used by the Teen Court shall be deemed an employee, servant, or agent of The Board while serving or participating in the services provided by Teen Court.
- B. Any alterations, variations, modifications or waivers of this Agreement shall be agreed in writing by both parties.
- C. The term of this Agreement shall be from August 13, 2018 through June 30, 2019 unless terminated at an earlier date by either party. Either party may terminate this Agreement at any time, without cause, by giving thirty days written notice.
- D. Any notice given pursuant to this Agreement shall be made to Teen Court at P.O. Box 48927, Sarasota, Florida 34230 to the attention of the Executive Director, and to The School Board of Sarasota County, Florida, at 1960 Landings Boulevard, Sarasota, Florida 34231, to the attention of the Supervisor of Student Services.

- E. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and the sole and exclusive jurisdiction for any action brought to enforce this Agreement shall be in the County or Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.
- F. This Agreement represents the entire agreement between the parties, and no prior or subsequent oral agreements shall be binding upon either of the parties until reduced to writing.

IN WITNESS WHEREOF, The Board and Teen Court have executed this Agreement as of the date first above written.

Teen Court of Sarasota, Inc.

By: 

Heather Todd, Executive
Director

The School Board of Sarasota
County, Florida

By: _____

~~Bridget Ziegler~~, Board Chair

Approved for Legal Content,
September 27, 2018 by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: _____ ASH