

MEMORANDUM OF SUPPORT AND UNDERSTANDING
BETWEEN
THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA
AND
THE CITY OF GAINESVILLE
FOR
IMPLEMENTATION OF THE “OUTPOST”
FOR STUDENTS ATTENDING A. QUINN JONES

THIS AGREEMENT, made and entered into and effective this August 1, 2017, by and between THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA (hereinafter referred to as the “School Board”), a qualified Local Educational Agency, and the CITY OF GAINESVILLE (hereinafter referred to as the “City”):

WITNESSETH:

WHEREAS, the School Board and City desire to work in concert to implement an “Outpost” program for students attending the A. Quinn Jones Center, a school district education program for Alachua County students in need of behavior supports, grades 6-12;

AND WHEREAS, Outpost shall function as a satellite program, operating, primarily at the Manning Center, a School Board facility, where additional educational and behavioral supports are implemented utilizing staff and programming developed by the Reichert House Youth Academy;

AND WHEREAS, it is further understood by the School Board and the City that students attending Outpost shall occasionally be involved in field trips or shall attend programming at another location other than Manning Center, subject to written approval of the principal of A. Quinn Jones Center and subject to appropriate parental permission having been obtained;

AND WHEREAS, the School Board has agreed to employ a Paraprofessional II-Behavioral employee to work as an “Intervention Specialist” with students attending A. Quinn Jones; with the Paraprofessional/Intervention Specialist, as well as one certified school teacher, being assigned to the Outpost project;

AND WHEREAS, the School Board may provide the services of up to one additional full-time ESE support teacher, with assigned time determined by the number of students being served in Outpost and in consultation between the Executive Director of ESE and Student services and staff of the City (the ESE teacher shall be assigned to the program while at Manning Center and may share time with the Alternative to Suspension program operating at the same location);

AND WHEREAS, the School Board of Alachua County shall purchase curriculum materials, training materials, and supplies needed by the “Intervention Specialists” to implement the program;

AND WHEREAS, the School Board shall provide a lunch to students at the Outpost as well as a bus to transport students to and from the A. Quinn Jones Center to the Outpost location at Manning Center;

AND WHEREAS, the “Intervention Specialist” will work with teachers, the Youth Program Assistant Director, support staff, and students of A. Quinn Jones and serve as implementers for delivery of the program;

AND WHEREAS, the “Intervention Specialist” will require training, guidance, coordination, and support from an experienced person knowledgeable in the Reichert House Model in order to implement the program effectively at the Outpost and A. Quinn Jones;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School Board and the City hereby agree as follows:

1. The School Board shall provide **reimbursement** to the City of salary and all benefits, including FICA expense, for one (1) Reichert House Youth Program Assistant Director (12 month position) to oversee and coordinate the implementation of the Outpost Program at A. Quinn Jones Center. The maximum cost for this position is \$76,347.
2. The School Board will also reimburse the City training costs for the Assistant Director of up to \$2,000. Training that is to be reimbursed must be mutually agreed upon and approved by both the representative for the School Board and the representative for the City prior to the training.
3. The Para-Professional II-Behavioral “Intervention Specialist” and certified school teachers shall remain employees of the School Board and will be under the direct supervision of the appropriate School Board administrator. The Reichert House Youth Program Assistant Director will also, in conjunction with the Principal and Assistant Principal, provide daily supervision and guidance to the Intervention Specialist working at the Outpost. The ultimate evaluation and supervisory decisions related to the Intervention Specialist and teachers will remain that of the appropriate School Board administrator.
4. The Youth Program Assistant Director shall remain under the direct supervision of the City and shall remain under the chain of command for the Reichert House and the City, with the mutual understanding that the Principal of A. Quinn Jones is in charge of the school and may provide supervisory guidance to the Youth Program Assistant Director when necessary to effectively implement the program.
5. The Youth Program Assistant Director shall work directly with the school principal, the staff at the school, and with staff at the Reichert House and City in order to train, support, and provide guidance to the Intervention Specialist in the program model implementation.
6. The Youth Program Assistant Director shall sign in and out daily at A. Quinn Jones. If it becomes necessary for the Youth Program Assistant Director to be away from the Outpost during the school day due to illness, leave, or temporary duty elsewhere, the Principal of A. Quinn Jones or his/her designee shall be notified in advance.
7. The Youth Program Assistant Director shall be available for student, parent, Intervention Specialist, and faculty member conferences in order to assist with the identification and solving of problems related to the program’s implementation.
8. The Youth Program Assistant Director shall become familiar with all community agencies that offer assistance to youths and their families such as mental health clinics, crisis treatment centers, and community-based programs. The Youth Program Assistant Director shall work with the school staff to make referrals to these agencies when appropriate.
9. The Youth Program Assistant Director shall collect data related to case management tasks of the intervention specialist, to include home visits conducted, parent contacts made, etc. District staff will work with the Youth Program Assistant Director to determine the types and kind of data collection that will be required to ensure program evaluation and ultimate success. This data shall be utilized to create a written report, as described in paragraph 11.
10. The School Board will provide access to data necessary for the Youth Program Assistant Director to effectively monitor program implementation and program success. The principal shall discuss and approve access to the data that is appropriate to the programs monitoring.
11. The Youth Program Assistant Director shall prepare a written report at the end of each month and a final report at the end of the school year. This report shall provide information on the monthly activities of the Youth Program Assistant Director, to include a summary of any home visits conducted and parent contacts made. It shall also assess the program accomplishments and/or lack thereof. It shall provide an assessment of the program’s effectiveness and provide recommendations for program improvements as well as a plan for effecting improvement.

The report shall be substantiated by data and information collected during the reporting period. The reports shall be presented to each agency's representatives no later than 15 days following the end of the first month and no later than 30 days following the end of the school year.

12. **Confidentiality:** In recognition of the Family Educational Rights and Privacy Act (FERPA) and sections 1002.22, 1002.221, and 1002.222, Florida Statutes, City agrees to hold confidential student information in the strictest confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever, except as authorized by this Agreement or in connection with City's obligations under this Agreement or in compliance with Florida law. City shall take reasonable precautions to protect any and all confidential information it may receive.
13. **Public Records Article:** In compliance with Chapter 119, Florida Statutes, both parties agree to:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the parties in order to perform the service.
 - b. Provide the public with access to public records on the same terms and conditions that the parties would provide the records and at a cost that does not exceed the cost provided in 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.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the parties all public records in possession of the parties upon termination of the contract 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 each other in a format that is compatible with the information technology systems of each party.
14. The School Board will require copies of the daily sign-in sheets from A. Quinn Jones showing days worked, signed by the Youth Program Assistant Director, Reichert House supervisor, and A. Quinn Jones principal with hours worked each week for auditing purposes and for processing the reimbursements. Receipts for actual training costs shall be submitted for reimbursement also. Invoices for reimbursements will be submitted by the City monthly. The maximum reimbursement for the Reichert House Youth Program Assistant Director shall not exceed **\$76,347.00**. The maximum reimbursement for training costs is **\$2,000.00**. Total reimbursable expenses to the City for this agreement shall not exceed **\$78,347.00**. School Board reserves the right to withhold reimbursement if monthly reports and daily sign in sheets are not submitted.
15. Each party shall be solely responsible for the negligent or wrongful acts of its officials, agents and employees. Nothing in the Contract Documents shall be interpreted as a waiver of either party's sovereign immunity as granted under Section 768.28, Florida Statutes.

EARLY TERMINATION: This agreement may be terminated, by either party, upon 30-days written notice to the following representative of each respective agency. If said Agreement should be terminated for convenience as provided herein, the School Board shall only be required to pay the City the amount for services performed prior to termination of the Agreement and non-cancelable obligations. Upon receipt of a notice of termination, the City shall cease incurring additional obligations under this Agreement.

If to School Board:

Everett W. Caudle, Director
Grants, Acquisitions, & Special Projects
620 East University Avenue
Gainesville, FL 32601

If to the City:

Tony R. Jones, Chief of Police
Gainesville Police Department
P.O. Box 1250
Gainesville, FL 32627

TERM OF AGREEMENT: The City shall commence performance of the Agreement on the 1st day of August, 2017, and shall complete performance to the satisfaction of the School Board no later than the 31st of July, 2018.

IN WITNESS WHEREOF, we, the undersigned, do hereby declare our commitment and support to implement the Outpost program.

The School Board of Alachua County

The City of Gainesville

Robert P. Hyatt., Chair Date

Anthony Lyons, City Manager Date

Karen Clarke, Date
Superintendent of Schools

Tony R. Jones, Chief Date
Gainesville Police Department

Approved as to Form and Legality,
Attorney

Approved as to Form and Legality,
Attorney