

**CLARK ADVANCED LEARNING CENTER GOVERNANCE
COMMITTEE MEETING
MINUTES**

Members Present: Tony George, presiding, Susie Caron, Jose Conrado, Vicki Davis, Sandy Krischke, Christa Luna, Brant Schirard, Dr. Tim Moore, Marvin Pyles, Edith Pacacha, Debbie Kohuth, Beth Gaskin, Heather Belmont, 34 Zoom participants and Terry Lynch, recording

Edith Pacacha presented to the Committee, for its approval the fiscal year 2020/21 Third Quarter Revenue Expense Summary for Operating, PECO and Local Capital Improvement Revenue.

On a motion made by Jose Conrado, seconded by Brant Schirard and passed by the Committee, the fiscal year 2020/21 Third Quarter Revenue & Expense Summary for Operating, PECO and Local Capital Improvement Revenue was approved.

Debbie Kohuth presented to the Committee, for its approval, the 2021/22 Transportation Services Agreement with The School Board of Martin County, Florida.

On a motion made by Vicki Davis, seconded by Jose Conrado and passed by the Committee, the 2021/22 Transportation Services Agreement with The School Board of Martin County, Florida was approved.

Debbie Kohuth presented to the Committee, for its approval, the Clark Advanced Learning Center Interagency Cooperative Agreement with Tykes and Teens, Inc. for Mental Health Services.

On a motion made by Vicki Davis, seconded by Christa Luna and passed by the Committee, the Clark Advanced Learning Center Interagency Cooperative Agreement with Tykes and Teens, Inc. for Mental Health Services was approved.



**District Board of Trustees
Clark Advanced Learning Center Governance Committee Meeting
IRSC Dixon Hendry Campus
Williamson Conference & Education Center
Strategic Planning Room, C105
2229 NW 9th Avenue
Okeechobee, FL 34972
April 27, 2021 – 2:30 PM**

*In order to comply with CDC Guidelines seating is limited in the
Strategic Planning Center*

Join Zoom Meeting:
<https://us06web.zoom.us/j/85297501070>
Meeting ID: 852 9750 1070
Passcode: 457456
One tap mobile: +13126266799,,85297501070#
Dial In #: +1 312 626 6799

AGENDA

1. Call to Order – *Tony George, Chair*
2. Request approval of the Fiscal Year 2020-21 Third Quarter Revenue and Expense Summary – *Edith Pacacha*
 - a. Operating
 - b. PECO and Local Capital Improvement Revenue
3. Request approval of the 2021-22 Clark Transportation Services Agreement with The School Board of Martin County, Florida – *Debbie Kohuth*

4. Request approval of the Clark Advanced Learning Center Interagency Cooperative Agreement with Tykes and Teens, Inc. for Mental Health Services – *Debbie Kohuth*

5. Adjourn

The logo for Indian River State College (IRSC) features the letters "IRSC" in a bold, blue, serif font. The letters are enclosed within a stylized, yellow and blue graphic that resembles a wave or a ribbon. The background of the logo is blue with a white circle on the left side.

INDIAN RIVER STATE COLLEGE

Finance Division

3209 Virginia Avenue
Fort Pierce, FL 34981-5596
1-866-866-4722 • irsc.edu

MEMORANDUM

TO: District Board of Trustees
Indian River State College

FROM: Edith Pacacha *Edith Pacacha*
Dean of Finance

VIA: Timothy Moore, PhD.
President

Marvin Pyles
Vice President of Financial Services, CFO

DATE: April 27, 2021

SUBJECT: Clark Advanced Learning Center
Fiscal Year 2020-2021 Third Quarter Revenue and Expense Summary

For your approval, please find attached the Fiscal Year 2020-2021 Clark Advanced Learning Center, Operating, PECO, and Local Capital Improvement Revenue (LCIR) Third Quarter Revenue and Expense Summary.

Thank you.

Clark Advanced Learning Center Charter High School
at Indian River State College
Summary of Revenues and Expenses - Operating Fund (Unaudited)
For the Period Ending 3/31/2021

	Present Budget FY 20/21	Budget Amendments Q3	Current Operations Budget	Year-to-Date Revenues & Expenses	Remaining Budget Balance	Percentage Budget Remaining
Revenues						
State FEFP and Local	\$ 1,592,684	\$ -	\$ 1,592,684	\$ 1,270,485	\$ 322,199	20%
State Categorical Funding	71,592	-	71,592	52,422	19,170	27%
IRSC Operating Expense Contribution	183,072	-	183,072	137,304	45,768	25%
Interest and Other Income	6,000	-	6,000	13,926	(7,926)	-132%
Total Revenues	\$ 1,853,348	\$ -	\$ 1,853,348	\$ 1,474,137	\$ 379,211	20%
Budgeted Fund Balance Reserves	\$ 244,519	\$ -	\$ 244,519	\$ -	\$ 244,519	100%
Total Revenues and Fund Balances Reserves	\$ 2,097,867	\$ -	\$ 2,097,867	\$ 1,474,137	\$ 623,730	30%
Expenses						
Personnel						
Salaries	\$ 1,061,358	\$ -	\$ 1,061,358	\$ 733,174	\$ 328,184	31%
Benefits	381,311	-	381,311	237,560	143,751	38%
Total Personnel	\$ 1,442,669	\$ -	\$ 1,442,669	\$ 970,734	\$ 471,935	33%
Books, Supplies & Curriculum						
Instructional Books, Materials and Supplies	\$ 31,969	\$ -	\$ 31,969	\$ 17,663	\$ 14,306	45%
Instructional Support	254,000	-	254,000	202,489	51,511	20%
Total Books, Supplies & Curriculum	\$ 285,969	\$ -	\$ 285,969	\$ 220,152	\$ 65,817	23%
Categoricals						
Transportation	\$ 6,000	\$ -	\$ 6,000	\$ 6,000	\$ -	0%
Instructional Materials	7,871	-	7,871	7,871	-	0%
Dual Enrollment Instructional Materials	57,721	-	57,721	56,090	1,631	0%
Total Categoricals	\$ 71,592	\$ -	\$ 71,592	\$ 69,961	\$ 1,631	2%
Services, Insurance & Development						
Transportation	\$ 37,000	\$ (13,000)	\$ 24,000	\$ 16,264	\$ 7,736	32%
Services	38,850	-	38,850	21,197	17,653	45%
Insurance	29,576	-	29,576	10,290	19,286	65%
Professional Development	23,500	-	23,500	1,917	21,583	92%
Administrative Fee	32,500	-	32,500	26,458	6,042	19%
Total Services, Insurance & Development	\$ 161,426	\$ (13,000)	\$ 148,426	\$ 76,126	\$ 72,300	49%
Facilities, Capital & Contingency						
Facility Maintenance & Utilities	\$ 79,001	\$ 6,500	\$ 85,501	\$ 37,577	\$ 47,924	56%
Technology, Equipment, and Repairs	22,500	6,500	29,000	8,631	20,369	70%
Contingency	34,710	-	34,710	-	34,710	100%
Total Facilities, Capital & Contingency	\$ 136,211	\$ 13,000	\$ 149,211	\$ 46,208	\$ 103,003	69%
Total Expenses	\$ 2,097,867	\$ -	\$ 2,097,867	\$ 1,383,181	\$ 714,686	34%

Clark Advanced Learning Center Charter High School
at Indian River State College
Summary of Revenues and Expenses - PECO and Local Capital Improvement Revenue (Unaudited)
For the Period Ending 3/31/2021

CHARTER SCHOOL PECO

	Present PECO Budget	Budget Amendments	Amended PECO Budget	Year-to-Date Revenues & Expenditures	Remaining Budget Balance	Percentage Budget Remaining
PECO Revenues and Fund Balance						
Beginning Fund Balance, July 1, 2020	\$ 134,605	\$ (28,361)	\$ 106,244	\$ -	\$ 106,244	100%
Estimated State Charter School PECO Funding FY 21 Funding	120,000	-	120,000	96,438	23,562	20%
Total Charter School PECO Beginning Fund Balance & Revenue	\$ 254,605	\$ (28,361)	\$ 226,244	\$ 96,438	\$ 129,806	57%
PECO Expenditures						
Facility Renovation, Repair, and Maintenance	\$ 254,605	\$ (28,361)	\$ 226,244	\$ 78,413	\$ 147,831	65%
Ending Fund Balance, June 30, 2021	-	-	-	-	-	
Total Charter School PECO Expenditures and Ending Fund Balance	\$ 254,605	\$ (28,361)	\$ 226,244	\$ 78,413	\$ 147,831	65%

CHARTER SCHOOL LOCAL CAPITAL IMPROVEMENT-LCIR

	Present LCIR Budget	Budget Amendments	Amended LCIR Budget	Year-to-Date Revenues & Expenditures	Remaining Budget Balance	Percentage Budget Remaining
LCIR Revenues and Fund Balance						
Beginning Fund Balance	\$ 239,063	(\$1,480)	\$ 237,583	\$ -	\$ 237,583	100%
Estimated State Charter School LCIR FY20 Funding	-	-	-	-	-	0%
Total Charter School LCIR Beginning Fund Balance and Revenue	\$ 239,063	\$ (1,480)	\$ 237,583	\$ -	\$ 237,583	100%
LCIR Expenditures						
Capital Expenditures	\$ 239,063	(\$1,480)	\$ 237,583	\$ -	\$ 237,583	100%
Ending Fund Balance, June 30, 2021	-	-	-	-	-	
Total Charter School LCIR Expenditures and Ending Fund Balance	\$ 239,063	\$ (1,480)	\$ 237,583	\$ -	\$ 237,583	100%

clark advanced learning center

located at

Indian River State College Chastain Campus
2400 S.E. Salerno Road • Stuart, FL 34997 • Phone 772-419-5750

MEMORANDUM

TO: Timothy E. Moore, Ph.D.
President, IRSC

FROM: Debra L. Kohuth
Executive Director, Clark

VIA: Elizabeth A. Gaskin
Vice President for Student Success
Interim Campus President, Chastain Campus

DATE: April 13, 2021

SUBJECT: Clark SY2021-22 Transportation Agreement with Martin County School District

Attached for consideration by the District Board of Trustees is a renewal of the Clark Advanced Learning Center Transportation Agreement between the District Board of Trustees of Indian River State College and Martin County School District (MCSD). There are no amendments to the 21-22 agreement except the dates of service.

The Transportation Agreement is for a term of one year, renewable annually. The Board's approval of the Clark Transportation Agreement is recommended.

The School Board of Martin County, Florida

Transportation Services Agreement

- I. This AGREEMENT is made and entered into this 1st day of July, 2021, by and between the Indian River State College District Board of Trustees (hereinafter referred to as the "SCHOOL BUS USER"), in its capacity as governing board for the Clark Advanced Learning Center (hereinafter referred to as CALC), whose address is 3209 Virginia Avenue, Fort Pierce, FL 34981, and the SCHOOL BOARD OF MARTIN COUNTY, FLORIDA (hereinafter referred to as the "SCHOOL BOARD"), whose address is 1939 SE Federal Highway, Stuart, FL 34994.

WHEREAS, the SCHOOL BUS USER provides educational services for a number of youths residing in Martin County, Florida, who require transportation to and from locations to be designated by the parties in order to attend various programs sponsored by the SCHOOL BUS USER; and

WHEREAS, the SCHOOL BOARD agrees to arrange for such transportation services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein set forth, the SCHOOL BOARD and the SCHOOL BUS USER mutually agree to the following:

1. TERMS OF SERVICE

- A. The SCHOOL BOARD shall provide no more than two (2) bus (es) to transport eligible youths to and from designated locations in Martin County to attend educational school sponsored programs. The pick-up and drop-off location is to be designated by mutual agreement of the parties.
- B. **Days and Time Service Provided.** The SCHOOL BOARD shall provide student transportation from home to school for the one hundred eighty (180) day school year specified in the SCHOOL BUS USER'S academic calendar. On days in which both MCSD and CALC are in session and on the condition that CALC students use existing SCHOOL BOARD bus pick up and drop off locations, the SCHOOL BUS USER will reimburse MCSD only for the actual cost of transporting CALC students via designated buses, servicing each District High School attendance area to CALC in the morning, and from CALC to each MCSD high school in the afternoon. On days in which CALC is in session and MCSD is not, the SCHOOL BUS USER will reimburse MCSD at the same rates charged to MCSD schools for field trips. CALC will participate in MCSD early release days. The CALC will be responsible for supervising students who arrive at CALC before the actual school starting time.
- C. **Opening and Closing Time.** CALC will coordinate its opening and closing times with MCSD to allow flexibility to meet the transportation needs of CALC students in the most cost-efficient manner possible.
- D. **Pickup and Drop-Off Locations.** The CALC Executive Director will provide the MCSD Transportation Department with a list of students who live beyond the two (2) mile limit of the school. The Transportation Department will work with CALC to identify existing stops that CALC students may access. If an area does not have a bus stop, the Transportation Department will designate an accessible stop in a safe area. To the extent a new stop is required, the SCHOOL BUS USER shall compensate the SCHOOL BOARD for the additional mileage and operator time. CALC Executive Director will designate a location which the bus can safely load and unload students at CALC with appropriate adult supervision to be provided by CALC.
- E. **Number of Buses Provided.** After evaluating bus stop locations, the number of students requiring transportation and distances involved, the MCSD Transportation Department will coordinate with CALC to allocate buses and transport CALC students in the most cost-efficient manner. Students attending CALC may ride a bus with students from another school or with SCHOOL BOARD students, provided there is sufficient seating available and written approval is provided to the driver.

- F. **Types of Equipment/Personnel Provided.** After evaluating the needs of CALC students, the Transportation Department will determine the type of equipment and personnel needed for the route. In some cases, the identified students may require a lift bus and an attendant. SCHOOL BUS USER shall reimburse MCSD for the prorated portion of an attendant, if required, to transport CALC students with special needs. Request for an assistant and special equipment must be made ten (10) days in advance.
- G. The SCHOOL BOARD has the authorization to limit the number of bus (es) that the SCHOOL BUS USER can request for field trips.
- H. The SCHOOL BOARD shall provide school bus drivers at its' own cost and expense. Drivers must meet all applicable federal, state and local laws, rules, regulations and policies relating to qualifications, standards and training for school bus drivers.
- I. **The parties agree that the SCHOOL BOARD must provide service for its own students from home to school as a first priority. Every effort will be made to ensure that bus service for CALC students is not disrupted. In the rare event that the SCHOOL BOARD does not have any buses/drivers available, CALC students will be transported as soon as possible after MCSD student obligations have been met.**
- J. The SCHOOL BUS USER shall develop a transportation routing schedule of requested pick-up and drop-off locations for each sponsored program. In the event of any field trip run out of the County exceeding 75 miles one way or 5 hours, the Bus Operator/Assistant shall be compensated for meals by the SCHOOL BUS USER, pursuant to existing board policy.
- K. The SCHOOL BUS USER will be responsible for cancelling their field trips prior to the scheduled date and time. If the field trip is cancelled when the bus arrives at the pick-up location, there will be a three (3) hour charge. If the field trip is cancelled when the bus is in route to the location, there will be a three (3) hour charge.
- L. **The SCHOOL BUS USER shall, at its own expense, obtain and place signs on each school bus stating: "The bus is contracted to the "SCHOOL BUS USER" for field trip usage.**
- M. The SCHOOL BUS USER shall pay the SCHOOL BOARD in accordance with the fee schedule set forth below.
- N. The SCHOOL BUS USER shall be responsible for all matters related to disciplinary action involving its students on the bus. Any physical damage to the bus or interior of the bus inflicted by CALC students shall be paid for by the SCHOOL BUS USER.
- O. The SCHOOL BUS USER shall comply with all local ordinances, state and federal law, rules and regulations applicable to the services to be performed pursuant to this AGREEMENT.
- P. This AGREEMENT shall be effective on the date signed by both parties, and shall terminate on June 30, 2021.

2. RATE SCHEDULE AND INVOICING

- A. The rates to be charged to the SCHOOL BUS USER shall be calculated by reference to the Mileage Check List and Log Sheet Reports based on the rate per mile and per hour as approved by the SCHOOL BOARD. Note: This rate is subject to change contingent on the price of fuel. The SCHOOL BUS USER will be notified of any increase or decrease 30 days prior to the change in rate.

Home to School Rates:

- 1) Rate per mile or portion thereof (inclusive of fuel): \$4.00
- 2) Rate per hour of operator time, billed in 15-minute increments: \$27.00
- 3) Rate per hour of assistant time for special needs student(s) (as needed), billed in 15-minute increments: \$20.00

Fieldtrip Rates

- 1) Rate per mile or portion thereof (inclusive of fuel): \$4.00
- 2) Rate per hour of operator time, billed in 15-minute increments: \$27.00
- 3) Rate per hour of assistant time for special needs student(s) (as needed), billed in 15-minute increments: \$20.00; and

In addition the SCHOOL BUS USER shall be charged the sum of \$27.00 per field trip for pre-trip inspection and post-trip cleaning.

FUEL CHARGE: Martin County School Board Transportation Department reserves the right to raise or reduce the cost per mile by the same percentage of the rising or declining cost of petroleum products with a ten day written notice to all that are concerned.

- B. OTHER CHARGES: All schools and outside agencies will be responsible for all tolls, meals, parking and/or entrance fee for applicable services performed in accordance with the Martin County School Board Policy, Procedure Manual and the AFSCME Union contract.
- C. FUNDING FOR TRANSPORTATION SERVICES: SCHOOL BUS USER will receive all state and/or federal transportation funds from MCSD equal to the amount generated by CALC bus riders reported in accordance with Florida statutes. Transportation funds must be remitted to SCHOOL BUS USER within 10 days of receipt by MCSD. CALC shall cooperate and assist with the FEFP student data collection for transportation funding.

The SCHOOL BUS USER shall be invoiced on the first of each month for services rendered for the prior month. Payment shall be due within 30 days following the SCHOOL BOARD USER's receipt of the invoice.

- D. At least annually, MCSD shall calculate the cost of transportation services (per mile, and/or per driver/aide). If actual costs have increased beyond the current contracted rate(s), the district shall notify the contract holder at contract renewal or shall give 30 days' notice during an existing contract term of any anticipated increase in costs before billing new rates.

3. INSURANCE/LIABILITY

The SCHOOL BUS USER is a member of the Florida College System Risk Management Consortium, FCSRMC, which is a qualified self-insurer in the State of Florida and is granted immunity under Florida Statute Section 768.28. Liability is limited to \$200,000 per claimant and \$300,000 per claim or occurrence for negligent acts of the SCHOOL BUS USER.

As between the SCHOOL BOARD and the SCHOOL BUS USER, as limited by Section 768.28, Florida Statutes, the SCHOOL BOARD hereby assumes responsibility for claims for personal injury or property damage arising out of and attributable to the acts or omissions of the SCHOOL BOARD, its officers, employees, independent contractors, and agents in connection with this Agreement, and the SCHOOL BUS USER assumes responsibility for claims for personal injury or property damage arising out of and attributable to the acts or omissions of the SCHOOL BUS USER, its officers, employees, agents or independent contractors, in connection with this AGREEMENT. Provided, however, nothing herein shall be constructed as an agreement by either party to indemnify the other, or as a waiver of the parties' sovereign immunity, Section 768.28, Florida Statutes, or a waiver of any defense the parties may have, or as a consent to be sued by third parties.

4. MISCELLANEOUS PROVISIONS

- A. The SCHOOL BUS USER's contact person for this AGREEMENT shall be:
Clark Advanced Learning Center
Debra Kohuth, Executive Director
2400 SE Salerno Rd
Stuart, Florida 34997
Telephone: (772) 419-5751
- B. The SCHOOL BOARD's contact person for this AGREEMENT shall be:
Kayleen Watts
2845 SE Dixie Hwy
Stuart, Florida 34997
Telephone: (772) 219-1287 ext. 101
- C. This AGREEMENT may not be sold, transferred or assigned without the written approval of the SCHOOL BOARD. This AGREEMENT may not be modified or amended except by written instrument executed by a duly authorized officer of each of the parties hereto.
- D. No waiver of either party hereto of any failure or refusal to comply with one or more of the terms and conditions of this AGREEMENT shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- E. This AGREEMENT shall be governed by the laws of the State of Florida and applicable laws of the United States of America. Venue of any action in connection herewith shall be exclusively in Martin County, Florida.
- F. This AGREEMENT shall not be construed against the party who drafted the AGREEMENT. Both parties have participated in the drafting and have obtained legal counsel as to the legality and enforceability of this AGREEMENT.
- G. This AGREEMENT may be cancelled by either party upon giving the other party sixty (60) days written notice to the contact person identified above.
- H. If any portion of this AGREEMENT or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this AGREEMENT or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this AGREEMENT shall be valid and enforced to the fullest extent permitted by law.
- I. This AGREEMENT represents the entire agreement of the parties with respect to the subject matter hereof.

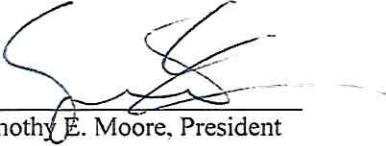
Indian River State College
District Board of Trustees

By:



Sandra J. Krischke, Chair

and



Dr. Timothy E. Moore, President

Date: 4/27/21

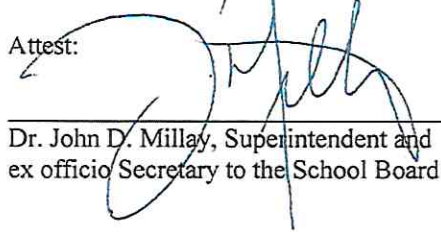
School Board of Martin County,
Florida

By:



Marsha Powers, Chairman

Attest:



Dr. John D. Millay, Superintendent and
ex officio Secretary to the School Board

Filed with the Clerk of the School Board
this 24 day of May, 2021



Clerk

clark advanced learning center

located at

Indian River State College Chastain Campus
2400 S.E. Salerno Road • Stuart, FL 34997 • Phone 772-419-5750

MEMORANDUM

TO: Timothy E. Moore, Ph.D.
President, IRSC

FROM: Debra L. Kohuth
Executive Director, Clark

VIA: Elizabeth A. Gaskin
Vice President for Student Success
Interim Campus President, Chastain Campus

DATE: April 27, 2021

SUBJECT: Mental Health Services Agreement with Tykes and Teens – Ongoing Service

Attached for consideration by the District Board of Trustees is a renewal of the Clark Advanced Learning Center Mental Health Services Agreement between the District Board of Trustees of Indian River State College and Tykes and Teens. There are no amendments to this agreement except the dates of service.

The Board's approval of the Mental Health Services Agreement is recommended.

**INTERAGENCY COOPERATIVE AGREEMENT
TYKES AND TEENS, INC.,
AND
CLARK ADVANCED LEARNING CENTER**

INTRODUCTION

This interagency cooperative working agreement is between the Tykes and Teens, Inc. and Clark Advanced Learning Center. Through this alliance it is expected that each party will provide those services for which they are trained and equipped. This agreement outlines the responsibilities of each party to this Mental Health Collaborative and facilitates the cooperative relationship between parties.

AUTHORITIES

Clark Advanced Learning Center provides educational services to 10th, 11th and 12th graders through partnership with Indian River State College.

Tykes and Teens, Inc. is a non-profit mental health agency, which provides mental health services, which will be utilized to support the Mental Health Collaborative.

STATEMENT OF INTENT:

Tykes and Teens, Inc. intend to provide appropriate services to students at Clark Advanced Learning Center (CALC) for the purpose of supporting their mental health needs. To reach this goal, these parties agree to cooperatively:

1. Pool resources to collaboratively identify and address the problems of the Mental Health Collaborative participants.
2. Share information on program, participants and their families as may be permitted by law.
3. Cross refer program participants and their families as appropriate to meet needs.
4. Minimize the difficulties caused by the differences in policies and procedures governing each agency.
5. Provide intervention/prevention programs and services to the target group as outlined in responsibilities.

RESPONSIBILITIES OF EACH PARTICIPATING PARTY:

ALL PARTIES AGREE TO WORK TOGETHER TO:

1. Support the efforts of the targeted case manager in the identification and linkages of services to students at CALC.
2. Jointly review and adjust individual plans, as appropriate and needed.
3. Train staff in collaborative practices and strategies.

CLARK ADVANCED LEARNING CENTER WILL:

1. Supply facilities, utilities, telephones, and access to office equipment as may be reasonably necessary and available with sufficient advanced notice.
2. Ensure compliance with records management, individual educational plans and any and all other compliance requirements as it relates to exceptional education and general education students.

TYKES AND TEENS, INC. WILL:

1. Ensure that all agency staff working in the schools are screened through the required CALC procedures in compliance with Florida Statutes.
2. Provide a mental health therapist for Medicaid eligible students and those choosing to make financial arrangements, including sliding scale payments, through Tykes and Teens, Inc. administrative office.
3. Conduct intake, eligibility determination and enrollment.
4. Provide assessment.
5. Make referrals to collaborative partners.
6. Provide orientations for students and families.
7. Follow all required Board and Department of Education FTE reporting procedures, compliance with waivers, Individualized Education Plans, class records, parental permission forms and all other programmatic record keeping.
8. Work cooperatively with CALC to establish hours and scheduling.
9. Provide medical/psychiatric evaluation, consultation and medical management for those students identified as Medicaid eligible in one of the Tykes and Teens, Inc. outpatient facilities in Martin County.

TERMS OF AGREEMENT

This Agreement shall become effective when signed by all parties and **remain in effect through June 30, 2023** or until written documentation is provided by one party terminating the agreement.

GENERAL PROVISIONS

Neither party shall unlawfully discriminate in any way as to race, creed, color, religion, age, sex, marital status, disability, or national origin in any respect in carrying out the terms of this Agreement. All parties agree to comply with the applicable provisions of any and all local, state and federal non-discrimination laws including, but not limited to, the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act, as amended; and the Americans with Disabilities Act of 1990.

All parties agree to comply with all privacy laws including the Florida's Public Records Act, Chapter 119, Florida Statutes, regarding exempt and non-exempt students, or other records maintained as a result of this Agreement.

JESSICA LUNSFORD REQUIREMENTS

If a participating party will have any employees on any school site on school days when students may be present then it will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by completing the fingerprint screening required of it and all of its employees who provide services under this contract. The participating party shall contact the District's Personnel Department at 772/219-1200 ext. 30242 to schedule an appointment for the screening. The fingerprint screening must be completed in advance of the party providing any services. Participating party will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to it and its employees. All participating parties will provide District a list of its employees. The participating party will update these lists in the event that any new employees are added and it agrees that new employees shall be fingerprinted. The participating party agrees that in the event any employee is convicted of a criminal offense, it will notify the District within forty-eight (48) hours.

The parties agree in the event that a participating party fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. All participating parties

agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from the participating party's failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

INSURANCE

- A. Commercial General Liability Insurance. Except as otherwise provided, each participating party shall maintain a Commercial General Liability Insurance which shall conform to the requirements set forth.
- i) The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per occurrence/Two Million (\$2,000,000) annual aggregate.
- B. Professional Liability Insurance. If included with the scope of services each participating party shall provide, subject to reasonable commercial availability, Professional Liability Insurance conforming to the following requirements:
- i) The insurance shall be subject to a maximum deductible not to exceed Twenty five Thousand (\$25,000) Dollars per claim.
 - ii) The minimum limits to be maintained (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per claim, Two Million (\$2,000,000) annual aggregate.
 - iii) For policies written on a Claims Made Basis, the participating party shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form or there is a change in retroactive date, the participating party must purchase an extended reporting period rider/coverage during the life of this contract of not less than 3 years.
- C. Automobile Liability Insurance. Should a participating party drive onto to school grounds in order to perform the services in this contract, then it must carry liability limits that are acceptable to the CALC's Risk Management Department.
- D. Additional Insured. All insurance policies set forth in this contract, except for workers compensation and professional liability (if not permitted by the insurance carrier) above shall name the CALC, it Officers, Board Members, Employees, and Agents as an additional insureds.
- E. Workers Compensation. As required by law, each participating party must comply with Chapter 440, F.S., Workers Compensation and all other applicable law(s). The minimum amount of coverage for those coverages customarily insured under Part Two (Employers' Liability) of the standard Workers' Compensation Policy shall be \$500,000 per accident, \$500,000 per disease and \$500,000 in the aggregate per employee.

INDEMNIFICATION The participating parties hereby assumes, releases and agrees to indemnify, defend, protect and save CALC, it Officers, Board Members, Employees, and Agents harmless from and against (1) any loss of and/or damage to the property of the participating party, and (2) all losses, damages or claims on account of injury to or death of any persons arising from or related in any way to the negligence or willful acts or misconduct of a participating party, its employees, agents or independent contractors.

CONFIDENTIALITY

1. In the course of providing services under this agreement, The participating party may have access to data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with CALC; which may be protected by Federal and/or State laws and regulations; including, but not limited to, § 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.*, and/or the Health Insurance Portability and Accountability Act ("HIPAA"), as amended or updated from time to time. All such information is considered confidential and therefore protected (collectively referred to as "Confidential Information"). Such Confidential Information shall not be disclosed or shared with any third-party by THE PARTICIPATING PARTY, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for THE PARTICIPATING PARTY to carry out its services and only then to subcontractors who have

agreed to maintain the confidentiality of the data to the same extent required of THE PARTICIPATING PARTY under this Agreement.

2. CALC and THE PARTICIPATING PARTIES agree that in the event any person(s) seek to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that THE PARTICIPATING PARTIES will immediately inform CALC of such request in writing if allowed by law or judicial and/or administrative order. THE PARTICIPATING PARTY shall only retrieve such data or information upon receipt of, and in accordance with, written directions by CALC. THE PARTICIPATING PARTY shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by THE PARTICIPATING PARTY shall be provided to CALC. It shall be CALC's sole responsibility to respond to requests for data or information received by THE PARTICIPATING PARTY regarding CALC data or information. Should THE PARTICIPATING PARTY receive a court order or lawfully issued subpoena seeking the release of Confidential Information, THE PARTICIPATING PARTY shall provide immediate notification to CALC of its receipt of such court order or lawfully issued subpoena and shall immediately provide CALC with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
3. The parties agree that any breach of the confidentiality obligation set forth in the Agreement and/or this Agreement may, at CALC's discretion, result in cancellation of this agreement and the eligibility for THE PARTICIPATING PARTY to receive any information from CALC for a period of not less than five (5) years. In addition, THE PARTICIPATING PARTY agrees to indemnify and hold the CALC harmless for any loss, cost, damage or expense suffered by CALC as a direct result of such breach.
4. In the event that a security breach of its systems or processes exposes CALC's Confidential Information to a third party, THE PARTICIPATING PARTY will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to CALC.
5. Upon expiration or termination of the Agreement, THE PARTICIPATING PARTY shall return and/or destroy all Confidential Information received from CALC upon, and in accordance with, direction from CALC. THE PARTICIPATING PARTY shall not retain copies of any data or information received from CALC once CALC has directed THE PARTICIPATING PARTY as to how such information shall be returned to CALC and/or destroyed. Furthermore, THE PARTICIPATING PARTY shall ensure that they dispose of any and all data or information received from CALC in a CALC-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
6. The provisions of this section shall survive termination of this Agreement.

GOVERNING LAW

This Agreement has been entered in Martin County, Florida and shall be governed by Florida law with the venue of any actions or proceedings related to the enforcement or interpretation of this agreement in Martin County Florida.

SUCCESSORS AND ASSIGNS

Successors and Assigns.

1. **Assignment.** This Agreement shall not be assigned without prior written consent of the other parties, which consent may be withheld for any reason.
2. **Binding Nature.** The participating party and the Board each binds itself and its successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party.

3. No Third Party Beneficiary. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the participating parties or Board, nor shall it be construed as giving any right or benefit hereunder to anyone other than the participating parties and the Board. There is no intended third party beneficiary of this Agreement.

SEVERABILITY.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there is not commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation, promise or agreement, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document signed with the formality and of equal dignity with this Contract.

WAIVER OF BREACH

No consent or waiver, express or implied, by either party to this Agreement or to any breach or default by another in the performance of any obligation hereunder shall be deemed or construed to be consent or waiver of any other breach or default by such party hereunder. Except as otherwise provided herein, failure on the part of any party hereto comply of any act or failure to act by other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party under this Agreement.

PROVISION FOR REVIEW AND REVISION

The parties agree to engage in a continuing dialogue to implement the provisions contained in this Agreement. The Parties also agree to annually review this document and to revise its contents as necessary. This Agreement may be terminated in whole, or part, by any of the parties upon thirty (30) calendar day's written notice to the other parties.

SIGNATURES

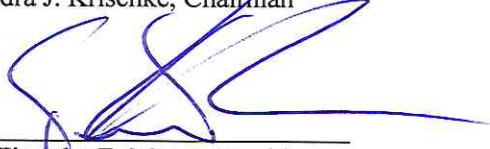
I attest that I have read this Agreement and agree to abide by its terms and conditions.

CLARK ADVANCED LEARNING CENTER, FLORIDA

Indian River State College, Board of Trustees

By: 
Sandra J. Krischke, Chairman

and

By: 
Dr. Timothy E. Moore, President

Date: 4/27/21

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SIGNATURES

I attest that I have read this Agreement and agree to abide by its terms and conditions.

TYKES AND TEENS, INC.

By: 
Eric Garza, Chief Executive Officer

5/12/2021
Date