

**MEMORANDUM OF AGREEMENT
BETWEEN
BREVARD PUBLIC SCHOOLS
AND
Brevard Family Partnership
FOR THE PROVISION OF SERVICES FOR A
Guidance Counselor on Special Assignment**

This agreement is made and entered into this 12th day of June, 2013 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 Brevard Family Partnership, hereinafter referred to as **BFP**, whose physical and mailing address is 2301 W Eau Gallie Blvd, Melbourne, FL 32934.

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 campus, desire to enter into an agreement whereby the BFP 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

In the interest of youth in foster care BFP has contracted with the School District to provide a Guidance Counselor for the 2013-2014 school year 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 and 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.

**Article II.
Period of the Agreement**

The agreement shall become effective July 1, 2013 and be in force up to, and including June 30, 2014.

**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 instruction 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 BFP staff and partners will be part of the interviewing process to ensure 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

BFP shall pay the contract amount of \$57,000.00 for the *Guidance Counselor on Special Assignment* from July 1, 2013 through June 30, 2014 in accordance with the following payment schedule:

2013-2014 School Year
May 2013 \$57,000.00

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 and Cell Telephone
- d) Internet Access
- e) Mileage Reimbursement

**Article IV.
Termination of Agreement**

Termination without Cause:

Either the School District or BFP 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 herein BFP assures the School District that said BFP is in compliance with Title VII of the 1964 Civil Right Act, as amended, and Florida Human Rights Act of 1977, in that BFP does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner, BFP employees or applicants for employment. BFP understands and agrees that this agreement is conditioned upon the veracity of this State of Assurance. Furthermore, BFP 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, BFP 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 BFP and its agents, subcontractors, and employees, in the course of the operation of this contract. Further, BFP 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 BFP 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 BFP.

**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 effective.

**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 affects the provisions of this Agreement shall be valid unless in writing and executed by BFP 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 BFP have executed this Agreement the date first above written.

ATTEST: For Brevard Family Partnership (BFP)

BY 

Title: Chief Executive Officer

Date: 4/08/13

ATTEST: For the School District

BY 

Title: Dr. Barbara A. Murray, School Board Chair

Date: 6/11/13

BY 

Title: Brian T. Binggeli, Ed.D., Superintendent

Date: 6/12/13