

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between Florida Keys Children Shelter (FKCS) and Monroe County School District (MCSD). This MOU is effective July 1, 2019- June 30, 2020.

The purpose of this MOU is to develop a partnership between Monroe County School District (MCSD) and the Florida Keys Children Shelter (FKCS) for the Delinquency Prevention Program, Community Based Counselor Program, location for our Upper Key Alternative Education site and the Alternative to Out of School Suspension (ATOS) Program.

Description of program and goals

The proposed programs, will address four specific areas. One focus will provide continuity of appropriate educational services for students that transition to and from the shelter. The Community Based Counselor Program funded by the State of Florida Department of Juvenile Justice will provide prevention services to ungovernable, runaway and truant youth, ages 6 – 17. These youth, who are not adjudicated delinquent, are known as the CINS/FINS population, (Children in Need of Services/Families in Need of Services). Lastly, the (FKCS) facility will serve as the site for the Upper Keys Alternative Programs. Both Alternative Education and Alternative to Out of School Suspension (ATOS) Programs will be housed at the FKCS facility.

Roles and Responsibilities

The parties propose to undertake the following activities pursuant to this MOU:

1. FKCS will provide timely notification to the guidance counselor(s) of the school in which the child is currently enrolled that the child has been placed in the shelter.
2. FKCS will enroll the student in school as soon as possible after placement in the shelter
3. FKCS will notify the school with reason for any absences subsequent to enrollment and when a student is released from the shelter
4. FKCS will provide CINS counselors to all 3 areas of the keys to provide prevention services to ungovernable, runaway and truant youth, ages 6 – 17.
5. FKCS will supply MCSD with appropriate space to administer both the Alternative Education and Alternative to Out of School Suspension (ATOS) Programs.
6. FKCS will provide lunch and counseling services for students served in both the Alternative Education and Alternative to Out of School Suspension (ATOS) Programs.
7. MCSD will provide a teacher and paraprofessional to serve students in both the Alternative Education and Alternative to Out of School Suspension (ATOS) Programs.
8. MCSD will provide access to relevant information on the F.O.C.U.S. student database for CINS counselors and staff working with our students while maintaining confidentiality requirements.
9. MCSD will maintain accurate and timely attendance records and evaluate the reasons and circumstances relating to the student's absence.
10. MCSD will ensure that educational service pertinent to meeting the individual needs of the students are provided in the appropriate school closest in geographic proximity to the shelter during the period of time the child is in the shelter.
11. MCSD will provide appropriate space for CINS counselors at school locations throughout the district.
12. MCSD will provide appropriate instructional supplies and technology for students enrolled in the Alternative Education and Alternative to Out of School Suspension (ATOS) Programs.
13. FKCS and MCSD will facilitate communication between the FKCS staff and counselors, Truancy Specialist, Transition Manager, and the school contact person(s) regarding special conditions, programs, current schedule, attendance, grades, assignments and teachers for the purpose of assuring a smooth transition and serving students by both parties.

Agreements

- Each Party pledges in good faith to go forward with this MOU and to further the goals and purposes of this MOU, subject to the terms and conditions of this MOU. The Parties shall attempt to resolve disputes through good faith discussions.
- Either Party may unilaterally withdraw at any time from this MOU by transmitting a signed writing to that effect to all other Party. This MOU and the party public/private partnership created thereby shall be considered terminated sixty (60) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.
- By mutual agreement, which may be either formal or informal, the Parties may modify the list of intended activities set forth in Paragraph 4.0 above and/or determine the practical manner by which the goals, purposes and actives of this MOU will be accomplished. However, any modification to any other written part of this MOU must be made in writing and signed by both parties.
- Each party agrees staff from both agencies will meet quarterly to discuss the progress of this partnership and strategies to improve the partnership as needed.

Primary Contacts

The Parties intend that the work under this MOU shall be candied out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications between the Parties shall be made through the primary contacts.

Termination

Unless extended by a written agreement executed by both Parties, this MOU shall terminate exactly one (1) year from the date upon which this MOU becomes fully executed by all signatories listed below.

Signatures:


Florida Keys Children Shelter Representative

5/22/2019
Date


Partner Representative

5/22/19
Date

Addendum to Memorandum of Understanding between
Florida Keys Children's Shelter (FKCS) and Monroe County School District (MCSD)
Effective July 1, 2019-June 30, 2020

The parties further agree that FKCS shall:

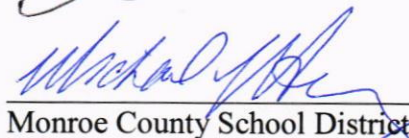
1. Keep and maintain such public records required by MCSD to perform the services listed in this Memorandum.
2. Upon request from MCSD's custodian of public records, provide MCDC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, FLORIDA STATUTES (2017) or as otherwise provided by law.
3. 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 contract term and, following completion of the contract if FKCS does not transfer the records to MCSD
4. Upon completion of the contract, transfer, at no cost, to MCSD all public records in possession of FKCS or keep and maintain public records required by MCSD to perform the services listed in this Memorandum. If FKCS transfers all public records to MCSD upon completion of the contract, FKCS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FKCS keeps and maintains public records upon completion of the contract, FKCS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to MCSD, upon request from MCSD's custodian of public records, in a format that is compatible with the information technology systems of MCSD.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Monroe County School District, Ms. Suanne Lee Director of Internal Services at 305-293-1400 ext. 53360.

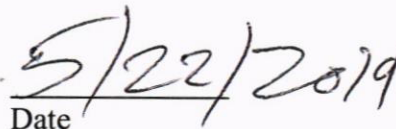
Signatures:



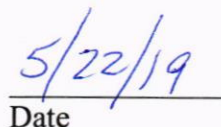
Florida Keys Children's Shelter Representative



Monroe County School District Representative



Date



Date