

2015-2016



SCHOOL BOARD AGENDA ITEM RATIONALE

DATE OF BOARD ACTION: February 23, 2016

DISTRICT DEPARTMENT: Career and Technical Education

DIRECTOR/SUPERVISOR'S SIGNATURE: Melanie Stefanowicz
Digitally signed by Melanie Stefanowicz
Date: 2016.02.02 14:56:23 -05'00'

SUBJECT: Memorandum of Understanding Between MCSD CTE and KWFD

AGENDA ITEM TITLE: Approve Memorandum of Understanding Between MCSD CTE and KWFD

BACKGROUND INFORMATION:

The City of Key West Fire Department provides professional technical services in the operation of the Fire Academy for Key West High School students. Students enrolled in this academic program earn industry certifications in CPR, First Responder, and Fire Fighter 1. This Memorandum of Understanding formalizes the agreement between the school district and the City of Key West.

ITEM BUDGETED:

☒ Yes ☐ No ☐ N/A Total Cost: \$25,000.00

Digitally signed by David Murphy
DN: cn=David Murphy, o=MCSD, ou=Director
Admin, email=dave.murphy@monroecsd.com, c=US
Date: 2016.02.02 09:00:00 -05'00'

RECOMMENDATION:

Approve Memorandum of Understanding Between MCSD CTE and KWFD

REVIEWED BY ADMINISTRATION: Yes: ☒

Executive Director

Digitally signed by David Murphy
DN: cn=David Murphy, o=MCSD, ou=Director
Admin, email=dave.murphy@monroecsd.com, c=US
Date: 2016.02.02 09:00:00 -05'00'

REVIEWED BY ATTORNEY: Yes: ☒ N/A ☐

VIRNIS & BOWLING
ATTORNEYS AT LAW

Signature Required

Digitally signed by Theron Simmons, Esq.
DN: cn=Theron Simmons, Esq., o=Vernis
and Bowling P.A., ou=Legal,
email=tsimmons@floridalegal.com, c=US
Date: 2016.02.16 14:17:01 -05'00'

**RETURN SIGNED TO THE
MONROE COUNTY SCHOOL DISTRICT**

THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA

CONTRACT SUMMARY ROUTING SHEET

SECTION ONE:

Contract with: City of Key West Fire Department
 Contract value: \$25,000.00 Effective Date: 01/25/2016
 Budget Coding: 0110.5300.0310.9104.7210 Expiration Date: 06/30/2016

Contract Purpose/Description: _____
The City of Key West Fire Department provides professional technical services in the operation of the Fire Academy for Key West High School students. Students enrolled in this academic program earn industry certifications in CPR, First Responder, and Fire Fighter 1. This Memorandum of Understanding formalizes the agreement between the school district and the City of Key West.

Contract Originator: Melanie Stefanowicz 54420 Career and Technical Ed.
 (Name) (Ext) (Department/School)

Executive Officer of Originating Dept.: _____

Digitally signed by David Murphy
 DN: cn=David Murphy, o=MCSO, ou=District Admin
 email=dave.murphy@keyschools.com, c=US
 Date: 2016.02.05 00:52:05-0500

For Board meeting on: 02/23/2016

Agenda Deadline: 02/10/2016

SECTION TWO:

	<u>Date In</u>	<u>Reviewer Signature</u>	<u>Date Out</u>
1. <u>HR:</u>	_____	_____	_____
<u>Comments:</u>	_____		
2. <u>Risk:</u>	_____	Wanda Menendez	_____
<u>Comments:</u>	_____		
3. <u>Finance:</u>	_____	James Drake	_____
<u>Comments:</u>	_____		
4. <u>Purchasing:</u>	_____	Suanne Lee	_____
<u>Comments:</u>	_____		
5. <u>Legal:</u>	_____	Vernis & Bowling	_____
<u>Comments:</u>	_____		

MEMORANDUM OF UNDERSTANDING
Between the Monroe County School District
And
The City of Key West Fire Department

PARTIES: This Memorandum of Understanding (MOU) is entered into between the Monroe County School District Division of Career and Technical Education (MCSD) and the City of Key West Fire Department.

PURPOSE: The purpose of this MOU is to enable the MCSD's Fire Academy at Key West High School and the City of Key West Fire Department to provide Fire Fighting training to high school and adult students.

AUTHORITY: This MOU is entered into by and between the parties in exercise of the authority set forth in conformance with the Florida Department of Education's State Plan for Career and Technical Education and the Introduction to Fire Fighting Instructional Framework.

TERM: This MOU shall become effective upon the date of execution by both the parties and shall continue for a period of January 26, 2016 through June 30, 2016.

SCOPE OF SERVICES:

A. The City of Key West Fire Department represents that the Lead Instructor of the program operated with respect to this Agreement possesses and will hold a valid State of Florida or Monroe County Teaching Credential that authorizes the teaching of the vocational subject.

B. The facilities to be provided by the City of Key West Fire Department to conduct the program specified herein shall meet the requirements of the State and local safety and health regulations during the term of this Agreement. Equipment and instructional materials furnished with respect to this Agreement shall be adequate and suitable for the programs operated and the number of students in attendance. The cost of providing the specified instructional materials is not included in the amount to be paid per student hour set forth in paragraph E hereunder. The City of Key West Fire Department and the MCSD Regional Occupational Program shall mutually agree upon the purchase of equipment.

C. The City of Key West Fire Department shall maintain daily records of student attendance and achievement in accordance with MCSD policy and shall prepare and submit a report of attendance and achievement in the student information system provided by the MCSD on a daily basis. City of Key West Fire Department attendance and achievement records shall be available for review and audit by an independent auditor and the authorized representative of the MCSD Division of Career and Technical Education. Such records shall be maintained by the City of Key West Fire Department for a period of five (5) years after the close of each school year. These records will be permanently maintained by the MCSD. All attendance of students enrolled in the program operated by the City of Key West Fire Department pursuant to this Agreement

shall be credited to the MCSD Full Time Equivalency (FTE) as reported to the Florida Department of Education.

D. The City of Key West Fire Department shall provide instruction, training, facilities, equipment, supervision and other services for no more than the number of students authorized by the MCSD to the extent of the approved hours as specified by the instructional plan.

E. The MCSD will pay the City of Key West Fire Department as outlined in the attached budget. Payment shall be made upon receipt of an itemized invoice accompanied by a report, which list the names of students and number of hours each student was in attendance in the program. These payments shall be made quarterly. The City of Key West Fire Department shall accept new students authorized by the MCSD at the beginning of each enrollment period and shall provide each of the new students with the number of hours of instruction as specified herein.

F. Neither the MCSD nor the City of Key West Fire Department will discriminate against any person because of race, color, religion, sex, marital status, national origin, parental status, age or handicap, as required by law.

INSURANCE:

During the term of this MOU, MCSD shall provide to City of Key West Fire Department, and City of Key West Fire Department shall provide to MCSD, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$1,000,000 Aggregate and \$1,000,000 per occurrence. MCSD shall also provide City of Key West Fire Department and City of Key West Fire Department shall also provide MCSD, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by MCSD OR the City of Key West Fire Department shall be excess and noncontributory." Any and all insurance coverage may be provided by a City of Key West Fire Department Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

A. Insofar as permitted by law, MCSD shall assume the defense and hold harmless City of Key West Fire Department and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of MCSD, its officers, agents or employees.

B. Insofar as permitted by law, City of Key West Fire Department shall assume the defense and hold harmless MCSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of City of Key West Fire Department, its officers, agents or employees.

C. It is the intent of the MCSD and City of Key West Fire Department that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.

D. MCSD and City of Key West Fire Department agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. MCSD and City of Key West Fire Department further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

TERMINATION/SUSPENSION:

This MOU may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this MOU may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this MOU.

NOTICES:

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To MCSD:

Monroe County School District
Division of Career and Technical Education
241 Trumbo Road
Key West, FL 33040

To City of Key West Fire Department:

City of Key West Fire Department
3132 Flagler Avenue
Key West, FL 33040

INTEGRATION:

This MOU represents the entire and integrate agreement between MCSD and City of Key West

Fire Department, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by written instrument signed by the duly authorized representatives of MCSD and City of Key West Fire Department.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, MCSD and City of Key West Fire Department have executed this M.O.U. as of the date first above written.

IN WITNESS WHEREOF, the parties have executed this Contract Renewal on this 23 day of February, 2016.

Andy Dfh
SIGNATURE OF CHAIRPERSON OF THE BOARD

2.23.16
DATE

Mark T. Renteria
SIGNATURE OF SUPERINTENDENT

2.23.16
DATE

SIGNATURE OF CONTRACTOR/REPRESENTATIVE

DATE

PRINT NAME AND TITLE

Panel: _____

F501. Budget Query - Acct

Year: 2016

L P Prd

Acct: FUND.FUNC OBJT.CNTR.PROJ

X A 12

9104.7210

Summ: _____

FUND.FUNC.OBJT.CNTR.PROJ	Budgeted	Available	%Rem
0110.5300.0310.9104.7210	25000.00	25000.00	100.00
0110.5300.0520.9104.7210	.00	.00	

TOTAL

25000.00

25000.00 100.00

1=Hlp

3=Exit 4=Prpt 5=Refr

7=Bwd 8=Fwd

11=View 12=Esc

No additional records.

Sys 02/11/2016 08:19:40 AEMS9103

PROCEDURES FOR VENDOR/CONTRACTOR LEVEL II PROCESSING AT THE MONROE COUNTY SCHOOL DISTRICT



Below are the procedures established by the Monroe County School Board regarding compliance with the Jessica Lunsford Act and to assist you in applying for Level II background screening. If you have any questions please contact the Human Resources office at 305-293-1400 ext 53330 or email Ayesha.Osborne@Keysschools.com for assistance.

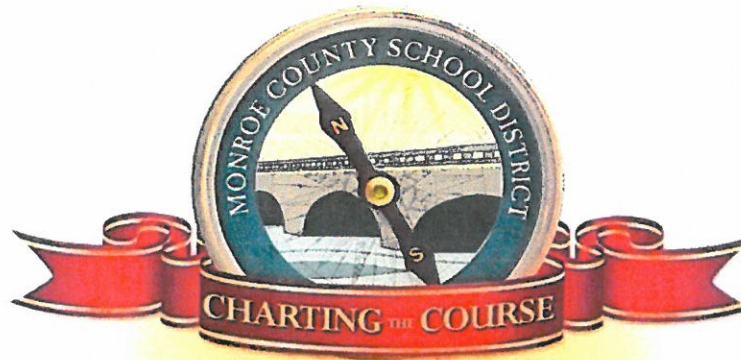
1. Please visit <http://pats.monroe.k12.fl.us/CATS/vcn.nsf> to register as a user and then submit your application online (this is a secure web site). Applications must be completed online and in full before being scheduled for fingerprinting. Please check "*Your To Do List*" to insure that all sections have been completed.
2. If you are not able to attach the required documents you must bring them when you present yourself for processing. You will be asked to present your picture ID for verification when you arrive and a copy of your Social Security card is mandatory component of the process.
3. Please call the Human Resources office to schedule fingerprinting for an individual or small group. The approximate time for each person is 15 minutes. Appointments will be available periodically in the Upper Keys, also by appointment.
4. An authorized representative from the company/organization must complete the Sworn Statement and return it with the first applicant from your company.
5. The cost of processing is \$76.75 for each applicant. **(amount subject to change)** This may be paid in the form of cash, check, or money order. The district will not be providing a billing service. Checks should be made out to the Monroe County School District. You may also pay for fingerprints at the time of processing with a debit or credit card.
6. The renewal cycle is 5 years. If an applicant is arrested during this time they will be reviewed again and may lose access privileges to the district facilities/grounds.
7. Pictures for ID Badges will be taken. ID Badges will not be distributed until the background check has been received and reviewed by staff. ID Badges can be picked up at a later time/date, given to the school or department contact the applicant listed on the application, or special arrangements can be made.

ID Badges must be worn when on district premises and all applicants still need to check in through the front office at each school when on campus.

Replacement ID Badges will cost \$5.00.

It is the vendor's responsibility to return badges to the Monroe County School Board when an applicant terminates employment with their agency or upon request of the Monroe County School Board.

MARK T. PORTER
Superintendent of Schools



To Excellence in the Monroe County Schools

Members of the Board

District # 1
ROBIN SMITH-MARTIN

District # 2
ANDY GRIFFITHS
Chair

District # 3
ED DAVIDSON

District # 4
JOHN R. DICK

District # 5
RONALD A. MARTIN
Vice Chair

Dear District Contractors and Vendors:

Please find enclosed a copy of the Jessica Lunsford Act. It is important that we be prepared to comply with the Act which went into effect September 1st, 2005. Pursuant to the District and Contractor/Vendor's new requirements under the law, all District contractual personnel must meet the same Level II screening requirements imposed upon District employees. A Level 2 background check includes submission of digital fingerprints to the FDLE for background checks and a local criminal records check through local law enforcement agencies.

Contractual personnel are defined as any vendor, individual or entity under contract with the school board. Subcontractors are also considered to be a contractor with the District for purpose of the Lunsford Act. Level 2 background screening requirements are required of:

- 1) All contractual personnel who are permitted access on school grounds when students are present,
- 2) All contractual personnel who have direct contact with students, or
- 3) All contractual personnel who have access to or control of school funds.

These background screenings are required of all public schools, including alternative or Charter schools. All contractual personnel employment with the District who have been convicted of a crime of moral turpitude or designated as a sexual predator/sex offender may be terminated. Crimes of moral turpitude may include, but are not limited to crimes:

- 1) relating to assault and/or battery, if victim was a minor,
- 2) relating to lewd and lascivious behavior
- 3) relating to child abuse and/or child neglect
- 4) relating to sexual battery
- 5) relating to contributing to the delinquency of a minor
- 6) relating to resisting arrest with violence
- 7) relating to aggravated assault and/or battery
- 8) relating to vehicular homicide
- 9) relating to taking or removing a child beyond the state limits with criminal intent pending custody proceedings
- 10) relating to prostitution.

The District has implemented procedures for complying with the Act. Please contact the District Personnel Office at (305) 293-1400 ext. 53330 as soon as possible for the procedures for complying with the new law. Procedures for performing background checks will include a deadline for contractual employees to submit to the new screening requirements. In addition, costs associated with the new criminal background screening are expected to be borne by the contractual personnel.

Attached, please find a sworn statement acknowledging the necessity for compliance with the Act. Please execute the contract and return to the Personnel Department as soon as possible. Also attached are the district procedures for processing/fingerprinting.

We appreciate your assistance in performing these new State law requirements. Should you have any questions regarding the forgoing please do not hesitate to contact our office.

Regards,

Ayesha Osborne
Human Resources

Enclosures



Monroe County School District

STATEMENT BY EXISTING CONTRACTORS

SWORN STATEMENT PURSUANT TO SECTION 1012.465
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT

THIS FORM TO BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The School Board of Monroe County, FL
(Hereinafter "Board" or "School Board") by _____

(Print individual's name and title)

for _____

(Print Name of entity submitting sworn statement)

whose business address is _____

and its Federal Employer Identification Number
(FEIN) is _____

If the entity has no FEIN, include the Social Security Number (SSN) of the
individual signing this sworn statement and so indicate: _____

2. I, _____, am duly authorized to make this sworn

(Print individual's name)

statement on behalf of _____

(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The
Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved
by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

Initials

SWORN STATEMENT PURSUANT TO SECTION 1012.465

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees and/or “contractual personnel” by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass “level 2 background screening,” and further I understand the Act defines “contractual personnel” to include any vendor, individual, or entity under contract with the Board.
 5. I understand that the Board and contractual employees must amend all relevant contracts in order to comply with the Act.
 6. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.
 7. I understand that a _____ (e.g. a private bus
(Type of entity)
service contractor) are contractual personnel, as defined in section 1012.32 and 435.04, Florida Statutes in order to do business with the School Board of Monroe County, Florida.
 8. I understand that “level 2 screening requirements,” as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
 9. I understand that the School Board will implement local procedures to comply with Level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.
 10. I understand that any costs and fees associated with the required background screening will be borne by my company.
-

SWORN STATEMENT PURSUANT TO SECTION 1012.465

11. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted to direct contact with students, and shall not be permitted to have access to school district funds.
12. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board of Monroe County, Florida.
13. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.312, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced Identification _____

Notary Public-State of _____

(Type of Identification)

My commission expires _____

(Printed Name or stamped commissioned
name of notary public)