

**Cooperative Agreement Between
Hernando County School Board
and
You Thrive Florida Children’s Advocacy Center
2024-2025**

You Thrive Florida Children’s Advocacy Center (CAC) truly values the partnership we have created we are eager to continue the meaningful and impactful work of providing Monique Burr Foundation’s Child Safety Matters in all K-5 elementary schools throughout the county for the 24–25 school year. The CAC education team has been very successful in working with the K-5 grade population, which is imperative, as statistics for the state of Florida show that this is the most vulnerable population for egregious child, abuse, and neglect. Using the Monique Burr Foundation curriculum, our staff is able to convey extremely sensitive important information on a child-friendly level that helps this most vulnerable population know that they can speak up and out about any abuse that has occurred or is occurring in their life. Our staff is committed to providing a gentle approach to sensitive material all while creating a safe space for children to speak up. We strive to provide, free of any cost, staff who have been cleared through a Level II background screening. Our staff are professional, trained, and knowledgeable regarding child abuse, and what steps to take regarding disclosures. You Thrive Florida Children’s Advocacy Center is passionate about our continued partnership to ensure that the children of Hernando County are educated in a manner that facilitates interactive learning with a humanistic touch.

THIS AGREEMENT is made in Hernando County, by and between, Mid Florida Community Services, Inc., a Florida not-for-profit corporation D/B/A You Thrive Florida Children’s Advocacy Center hereinafter referred to as You Thrive Florida or Children’s Advocacy

Center and the School Board of Hernando County, Florida, hereinafter referred to as the School Board or School District (Collectively the parties) (Individually a Party).

A. The Children's Advocacy Center and its education team will:

1. Utilize a program that is based on the latest research and has been reviewed and endorsed by national experts.
2. Provide Monique Burr Foundation's Child Safety Matters curriculum, which is comprehensive age-appropriate and developmentally appropriate K-5 instruction on Internet safety, prevention of child, abuse, exploitation, and human trafficking to help meet health education instruction requirements by the Florida Department of Education as it relates to HB 519 and Florida Statute 1003.42.
3. Empower children to spot and respond to bullying, cyberbullying, child, abuse, and digital dangers.
4. Teach children that adults are responsible for their safety, but encourage them that there are things they can do to help adults keep them safe – and provide five key safety rules.
5. Provide a humanistic touch to the lessons, encouraging children to ask questions, explore their concerns, and provide explanations around confusing content.
6. Handle any and all abuse disclosures with professionalism and care.
7. Comply with all school policies and procedures.
8. Assure that our staff is competent, trained and knowledgeable regarding the material provided to students.
9. Provide a trained education team member for schools on the dates/times agreed upon.
10. Provide services free of charge.
11. Let appropriate school personnel know, as soon as possible, if our staff must reschedule a presentation due to illness or emergency.
12. Immediately address any concerns of school personnel.
13. Always be open to feedback.

B. The Parties agree:

14. This Agreement shall be governed by the laws of the State of Florida applicable to agreements made and fully performed in Florida. The venue to address any dispute

arising between the parties from this Agreement shall exclusively lie the Florida state courts located in Hernando County, Florida.

15. To neither assign the responsibility of this Agreement to another party nor subcontract any portion of this agreement without prior written approval of all parties. Any sublicense, assignment, or transfer otherwise occurring shall be null and void.

C. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2019), Exhibit A, which is incorporated by reference herein

16. In accordance with the requirements of 1012.465, 1012.32 and 1012.467, Florida Statutes, You Thrive Florida agrees that each of its employees, representatives, agents, subcontractors, or suppliers, who are permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds, must meet Level II background screening requirements as described in the above reference statutes and School Board policies. As such, background and criminal history checks must be completed, and results can be cleared and shared with School Board prior to any employee or agent beginning work, pursuant to this Agreement. Further upon clearance, the School Board can issue a photo identification badge, which would be worn by the individual at all times while on School Board property when students are present. You Thrive Florida agrees to bear any and all costs associated with acquiring the required background screening and in obtaining the required photo identification badge.
17. It is mutually agreed and understood that the services provided by You Thrive Florida to the School Board pursuant to this Agreement are rendered by You Thrive Florida to the School Board as an independent service contractor, and nothing contained in this Agreement shall be construed as creating an employer/employee partnership, joint venture or principal/agent relationship between School Board and You Thrive Florida. In this regard, none of the You Thrive Florida's agents, representatives, employees, or independent contractors shall be deemed to be employed by the School Board for purposes of any tax or contribution levied by, under or in accordance with any federal, state or local laws with respect to employment or compensation for employment, or for any purpose whatsoever. In addition, neither You Thrive Florida nor any of its employees, agents, representatives, or independent contractors shall be entitled to any fringe benefits, including participation in any health insurance, dental, retirement, or any other defined benefit or deferred compensation plans, established or uttered by the School Board to or for the benefit of any of the School Board's employees. You Thrive Florida shall render services hereunder as an independent contractor and any duties of the You Thrive Florida arising out of this Agreement, shall be owed solely to the School Board (or its affiliates) and not for the benefit of any third parties. You Thrive Florida shall not have any right or authority, during the term of this Agreement, to assume or create any obligations or responsibilities, expressed or implied, on behalf of or in the name of the School Board (or any of its affiliates) in any way. You Thrive Florida

covenants and agrees with the School Board that You Thrive Florida shall pay, when due, all taxes or contributions levied by, or in accordance with, any federal, state or local law due with respect to any of You Thrive Florida employees, agents, or independent contractors for any and all purposes whatsoever.

18. You Thrive Florida agrees to indemnify, hold harmless and defend the School Board from and against any claims, suits, actions, damages, or causes of action arising out of the negligent, acts of You Thrive Florida arising out of or in connection with the provisions of this Agreement. You Thrive Florida, at its own expense, and upon written request by the School Board, agrees to defend any suit, action, or demand brought against the School Board on any claim or demand arising out of, resulting from You Thrive Florida performance under this Agreement. The School Board has sovereign immunity as set forth and section 768.28, Florida Statutes.
19. The School Board agrees to be fully responsible for its own acts of negligence, or its agents' negligence, when acting within the scope of their employment, and agrees to be liable for any damages, resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign, immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of any Agreement, as defined in 768.28 Florida statutes.
20. You Thrive Florida shall maintain throughout the term of this Agreement any renewals, general liability insurance, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) aggregate covering its activities pursuant to this Agreement. The policy shall be obtained from a liability insurance carrier rated A or higher under a policy approved for use in the state of Florida. The policy shall contain an evidence/endorsement, providing abuse and molestation coverage. You Thrive Florida shall provide the School Board with a certificate of insurance naming the "School Board of Hernando County Florida, its officers, employees, and agents" as an additional insured endorsement to the general liability policy.
21. The above listing of insurance requirements is only a quick reference and the following details You Thrive Florida Children's Advocacy Center's contractual obligation for compliance with insurance:
 - a) professional liability insurance for any and all claims as a result of the action, lack of action, error, or omission of You Thrive Florida, its employees, its subcontractors, or sub-consultants in an amount not less than One Million Dollars (\$1,000,000.00) each claim per aggregate. If such policy is written on a claims-made basis, coverage shall remain in effect for three (3) years after the expiration or termination of this Agreement.

- b) Automobile liability insurance, including all owned, non-owned, and hired vehicles when used in conjunction with providing services or driven on School Board property to perform such services in this Agreement, in an amount, not less than One Million Dollars (\$1,000,000.00) for each accident.
- c) Worker's Compensation insurance and statutory amounts and employers' liability and an amount not less than One Million Dollars (\$1,000,000.00) each accident/disease.
- d) The above insurance and required limits can be met by maintaining an umbrella or excess liability policy, which shall follow the form of all underlying policies. Such coverage shall drop down as primary on the exhaustion of any aggregate limit. The provisions of the section shall survive the expiration or termination of this Agreement.

22. Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice in writing to the other party without cause unless less time is mutually agreed upon in writing by the parties. The notice must be delivered either by certified mail or in person with proof of delivery.

23. The term of this contract will begin on August 1, 2024, and end on June 30, 2025.

24. You Thrive Florida shall comply with Florida's E-Verify Laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

Approved as to form:

 David M. Delaney, School Board Attorney
 Date: _____

 Ray Pinder, Superintendent
 Hernando County School District
 919 North Broad Street
 Brooksville, FL 34601
 (352) 797-7000

Date: _____

Approved as to form & content for HCSD: Kevin M. Sullivan Attorney, BGR&H 3:56 pm, Aug 05, 2024

YOU THRIVE FLORIDA


Mat Kline (Jul 24, 2024 08:12 CDT)

Mat Kline, CEO
POB 896
Brooksville, FL 34601
(352) 796-1425

Date: 07/24/2024

YOU THRIVE FLORIDA
CHILDREN'S ADVOCACY CENTER


Janine Kell

Janine Kell, Director
711 Benton Avenue
Brooksville, FL 34601
(352) 754-8809

Date: 07/24/2024

Exhibit A
Public Records Law Requirements
Chapter 119.0701, Florida Statutes (2019)

IF YOU THRIVE FLORIDA CHILDREN'S ADVOCACY CENTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THEY MUST CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, **KAREN JORDAN**, AT **(352) 797-7070 ext. 129**, HERNANDO COUNTY SCHOOL DISTRICT, 919 NORTH BROAD STREET, BROOKSVILLE, FL 34601.

If You Thrive Florida Children's Advocacy Center, is a contractor as defined by Section 119.0701(1)(a), Florida Statutes you must comply with Florida's public records law unless exempt pursuant to Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the School District 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 in Chapter 119 or otherwise provided by law.

You must ensure that public records which 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 the contractor does not transfer the records to the School District.

Upon completion of the contract, you must transfer, at no cost, to the School District all public records in possession of the contractor or continue to keep and maintain public records required by the School District to perform the contracted services. See Section 119.0701 (2)(b)4, Florida Statutes for additional record-keeping requirements.

REQUEST FOR RECORDS RELATING TO SCHOOL DISTRICT'S CONTRACT FOR SERVICES:

A request to inspect or copy public records relating to a School District's contract for services must be made directly to the School District's records custodian. If the District does not possess the requested records, the School District shall immediately notify the contractor of the request, and the contractor must provide the records to the School District or allow the records to be inspected or copied within a reasonable time.

If the contractor does not timely comply with the School District's request for records, the School District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the School District within a reasonable time may be subject to penalties under Section 119.10, Florida Statute