

**MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA STATE UNIVERSITY
AND
FLORIDA MEMORIAL UNIVERSITY**

This Memorandum of Agreement (“Agreement”) is between the Florida State University Board of Trustees, a public body corporate of the State of Florida (“FSU”), on behalf of the Florida State University College of Education, and Florida Memorial University (“FMU”), which are the parties hereto. FSU and FMU shall be individually referenced as “party” or “institution” and collectively referenced as the “parties.”

PURPOSE AND MISSION

WHEREAS, FSU, was appropriated \$1,569,000 by the Florida Legislature in an effort to make significant progress with the effectiveness and efficiency of dependency, delinquency, and educational services through sound research and targeted mentoring services, and directed by the Florida Legislature to provide Agreement/Fiscal oversight for the High-Risk Delinquent and Dependent Child Educational Research Project wishes to collaborate with FMU; and

Whereas, the parties enter into this agreement for the purpose of establishing guidelines and parameters to facilitate cooperative research for the mutual benefit of both institutions; and

Whereas, the principal objective of FSU’s participation in the High-Risk Delinquent and Dependent Child Educational Research Project (“Project”) is to serve as the Agreement Administrator/Fiscal Agent to the statewide assessment of the Situational Environmental Circumstances “SEC Program” for elementary school-aged children.

NOW, THEREFORE, in support of the Agreement, the parties listed herein will provide information and data to support the Program and its application(s) for continued support and agree to the following:

I. PERFORMANCE

FMU shall provide services in accordance with the terms and conditions specified in this Agreement. FMU shall provide units of deliverables, including, but not limited to reports, services, and findings, as specified in this Agreement, which must be received and accepted by FSU, in writing 10 business days prior to payment.

II. TERMS OF AGREEMENT

This Project shall begin effectively on July 1, 2016 after it is signed by both parties, and shall end at midnight on June 30, 2017. In the event this Agreement is signed on different dates, the latter date shall serve as the official agreement date of the Project. This Agreement may be renewed by mutual written agreement of the parties prior to the expiration of the initial term. The parties shall renew this Agreement upon the same terms and conditions, the duration of which may not exceed the term of the original contract. Exercise of the renewal option is at FSU’s sole discretion and shall

be contingent upon, at a minimum, satisfactory performance, the availability of funds and other factors deemed relevant by Florida State University. Any amendments to this agreement must be made in writing and approved in signature by the Project Director at FSU and project staff at FMU before they are accepted and enforceable.

III. SCOPE OF SERVICES

FSU and FMU agree to carry out their respective duties and responsibilities outlined below, in compliance with local, state, and federal laws, and FSU regulations.

The terms and conditions of such mutual cooperation, as well as the required budget for implementation, will be developed by the relevant parties designated by each institution to assure conformity with the aims and purposes described and set forth above. As the occasion may arise for the implementation of any given section herein, the relevant parties shall develop a detailed plan to implement institutional responsibilities and financial agreements in a separate document, executed with the same formality as this agreement (e.g. MOA, exchange of letters, specific letters of understanding, etc.) for each activity. The respective leaders of each institution must approve each activity agreement before it can be implemented.

A. Objective/Overview of Program

Affiliated institutions will permit the Project to engage in research and training in strategic locations throughout the state of Florida. More specifically, institutions will provide cutting edge research by implementing the SEC Program in their areas. The SEC Program provides specialized mentoring and other supportive services for at-risk minority children. The project will benefit the targeted children, families, providers, stakeholders, and communities, by providing non-traditional strategies and cultivating relationships, which will enhance participant and family engagement, public safety and the effectiveness of existing foster care services and programs.

B. Project Outcomes/Goals

i. Mentees

Elementary school-aged children ("Mentees") will be mentored using the SEC Program by mentors recruited from participating colleges and universities. Thirty (30) mentees will be offered professionally supervised mentorship by college students, from affiliated institutions, whose personal backgrounds and life-difficulties are similar and/or who are successful former foster children who have matriculated through the dependency system or who may have been involved in the juvenile justice system. The SEC Program is designed to impart the motivation, drive, and resilience that they developed, with a focus on educational and personal achievement without regard to any limitations. The projected outcome goals include:

1. Educational Outcomes
 - a. Improved school grades
 - b. Improved school behavior
 - c. Increased school attendance
2. Delinquency Outcomes
 - a. Prevent Initial Delinquency Involvement
 - b. Reduce Recidivism
3. Dependency Outcomes
 - a. Increased Positive Youth Exposure Opportunities
 - b. Improved Ability to Cope with Family Conflict

ii. Coordinators

The Coordinators at each participating institution will select and supervise the mentors and ensure that they are following their duties and completing their weekly on-line reports in a timely manner. Selection of mentors is outlined in the attached Mentor Job Description. Coordinators will also ensure that mentors receive the proper background screening, complete all necessary paperwork before the mentor can meet with mentees. Coordinators must submit all documentation to the Agreement Administrator/Fiscal Agent at FSU, or a delegate. Coordinators will provide bimonthly workshops and ensure that mentors and mentees are in attendance. The Coordinators will be held responsible for completing and submitting the outcome goals. Finally, in order for FMU to receive scheduled payments, FMU must show satisfactory progress. Coordinators will provide progress reports to the Agreement Administrator/Fiscal Agent at FSU, or a delegate, no later than November 15, 2016, February 15, 2017, April 30, 2017, and June 15, 2017. In addition, quarterly financial reports must be submitted to the Agreement Administrator/Fiscal Agent at FSU by no later than the 10th day of October 2016, January 2017, and April 2017. The Coordinator shall deliver a Final Progress and Financial Report to the Agreement Administrator/Fiscal Agent at FSU by July 15, 2017.

iii. Research Team

a. A Research Team will meet quarterly to review the progress of the research, as well as, attend research-training opportunities. Faculty or Administrators will oversee the Coordinators at their respective institutions in reference to this Project.

b. The Research Team will conduct a comprehensive literature review of factors impacting the overrepresentation of minorities in the juvenile justice system. This literature review will focus on elementary school-aged children and factors leading to juvenile delinquency, as well as the role mentoring plays in the prevention of elementary school-aged children

entering the juvenile justice system. Following the completion of this component, a comprehensive analysis of the evidence-based research and best practices specific to providing mentoring to minority youth will be conducted.

c. The Research Team will use the comprehensive literature review and the analysis of the data obtained from this research to demonstrate the impact that the SEC Mentoring and Training Program has on school grades, behavior, attendance and the potential for elementary school-aged children to enter the juvenile justice system.

iv. Neither Party shall disclose or use any private, confidential, proprietary, or trade secret information provided from one to the other except as required in and by the terms of this Agreement or as required by law.

IV. FSU's RESPONSIBILITIES

- A. Agreement Administrator/Fiscal Agent leadership for the Project will be provided by Reddick Walker of the Florida State University, or other person delegated by FSU.
- B. Reddick Walker, or his delegate, will collect the quarterly reports from FMU and other participating institutions in order to assure satisfactory progress and performance as intended by the Florida Legislature, and applicable federal and state laws, rules, FSU regulations, policies and procedures.
- C. FMU will receive a total of \$115,000 with quarterly disbursements of \$ 28,750. FSU will disburse to FMU the first quarter-funding upon execution of this Agreement and the signing and submission of all supporting documents required by FSU. The first disbursement should occur after the signing of the Memorandum of Agreement, an approved budget, an authorization to conduct human subjects research (IRB), and the completion of all appropriate Florida State University required documents. The second, third and fourth quarterly disbursements will be released upon satisfactory review of the quarterly progress reports and quarterly financial reports which should occur around October 15, 2016, January 15, 2017, and April 15, 2017.
- D. All communications shall be directed through the Agreement Administrator/Fiscal Agent at FSU or a delegate named by FSU.
- E. FSU will conduct periodic monitoring to assess FMU's compliance with this Agreement and applicable federal and state laws, rules, FSU regulations, policies and procedures. FMU shall permit persons duly authorized by the Project to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Project that are relevant to this Agreement, and interview any clients and employees of FMU under such conditions as the Project deems

appropriate. Following such inspection, the Agreement Administrator/Fiscal Agent will deliver to FMU, a list of its findings ("Monitoring Report"), including deficiencies regarding the manner in which said goods or services are provided. FMU shall rectify all noted deficiencies specified by the Project within 10 days, unless otherwise specified in the monitoring report. If deficiencies are not corrected within the time period specified, payment may be withheld, FMU may be deemed in breach or default of this Agreement and/or this Agreement may be terminated.

V. FMU's RESPONSIBILITIES

- A. FMU will appoint a faculty member or Administrator and a Coordinator to work with the Director in achieving the goals of the Project. If a faculty member is selected, s/he will serve on the Project Research Team and oversee the Coordinator at FMU. The Coordinator will handle the daily operations of the program at FMU and follow the guidelines as presented in their assigned duties.
- B. FMU will maintain an Office for Human Research Protections ("OHRP")-approved Federal-wide Assurance, and comply with all applicable federal, state, local or institutional requirements related to the protection of human subjects.
- C. FMU will obtain IRB initial review and approval of protocol, as well as approval of any protocol revisions and annual continuing review in accordance with the CFR Part 46 Protection of Human Subjects.
- D. FMU will maintain and make accessible to FSU the IRB approved applications, protocol reviews, letters to Investigators, approvals and disapprovals, and minutes of the IRB meetings.
- E. FMU will report promptly, in writing, to FSU any use of, access to, and/or disclosure of data or information from the protocol that was not authorized pursuant to this MOA or any other unanticipated problem with respect to the protocol of which it or its Board Members or Investigators become aware.
- F. If for any reason FMU terminates the study for cause, FMU shall report this action promptly in writing to FSU.
- G. Maintain effective communication and cooperation mechanisms sufficient to ensure adequate protections for human research subjects, and actively cooperate in resolving any problems encountered in either party's Human Research Protection Program ("HRPP").
- H. A faculty member from FMU will serve on the Research Team and will meet quarterly to review the progress of the research, as well as, attend research-training opportunities. The FMU faculty member will oversee the Coordinator at FMU in reference to this Project.

- I. FMU will implement the SEC Program. The Coordinator will be responsible for selecting and supervising the mentors, ensuring that mentors are compliant with the program requirements, developing and implementing the workshops for the mentees and mentors within the guidelines of the SEC Program, submission of the quarterly progress reports and submission of the quarterly financial reports.
- J. FMU will pilot the SEC Program researched and developed by the Project to assess its effectiveness and potential for replication.
- K. FMU will deliver quarterly progress reports to the Agreement Administrator/Fiscal Agent at FSU, or a delegate, no later than November 15, 2016, February 15, 2017, April 30, 2017, and June 15, 2017; quarterly financial reports to the Administrator/Fiscal Agent at FSU no later than the 10th day of October 2016, January 2017, and April 2017; and a Final Progress and Budget Report to the Administrator/Fiscal Agent at FSU at the end of the collaboration (July 15, 2017).

FSU and FMU will negotiate any other collaborative efforts as deemed necessary to support the Program's goals and objectives. Any amendments to this agreement must be made in writing and approved in signature by Administrator/Fiscal Agent at FSU and project staff at FMU before they are accepted and enforceable.

VI. PROJECT'S AGREEMENT MANAGEMENT

A. Agreement Administrator

The Provost & Executive Vice President for Academic Affairs or designee is designated Agreement Administrator for FSU and is responsible for maintaining the official Agreement file, processing and amendment or termination of the Agreement and for maintaining records of all formal correspondence between FSU and FMU, regarding administration of the Agreement.

The address, name and telephone number of the Agreement Administrator is as follows:

Reddick "Russ" Walker, MBA
Director of Research Administration
College of Education
PO Box 3064451
Florida State University
Tallahassee, FL 32306-4451
(850) 645-9521

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison/institution contact regarding issues arising out of this Agreement.

Florida State University
Agreement Administrator/Manager

Reddick "Russ" Walker
(850) 645-9521
Rwalker4@admin.fsu.edu

Florida Memorial University
Agreement Administrator

Dr. Jeffrey Swain
Interim Vice President for Student Affairs
(305) 626-3674

Agreement Manager

Dr. Michael Hudson
Assistant Professor of Sociology
(305) 626-5375

TERMINATION/MODIFICATION

Each party reserves the right to terminate this Agreement, at any time, by delivering notice in writing to the other party thirty (30) days in advance of the desired termination date. This Agreement may also be modified or amended by mutual written agreement, signed by authorized representatives from both parties.

APPROPRIATION

FSU's performance and obligations under this Agreement are contingent upon an appropriation by the Florida Department of Education.

INDEMNIFICATION

Each party shall be responsible for the negligent acts or omissions of itself and its own employees or agents while acting within the scope of their employment during the term of this Agreement. FSU's liability is provided under Section 768.28, Florida Statutes, and does not extend to FMU or other third parties. The management of FMU's SEC Program participants' behavior is the responsibility of FMU. FSU does not assume liability for the acts or omissions of the FMU Program participants.

To the extent permitted under Florida law, FMU shall indemnify, defend and hold FSU harmless for any harm or injury incurred by FMU's employee, student mentor and/or SEC Program participants (mentees) during the Program and/or while performing obligations under this Agreement.

FSU warrants and represents that it is self-funded for liability insurance, with such protection being applicable to FSU's officers, employees, servants and agents while acting within the scope of their employment by FSU. FSU and FMU agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of FSU, the State of Florida, or their agents and agencies to be sued; or (3) a waiver of the sovereign immunity of FSU, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.

GOVERNING LAW

This Agreement shall be governed, interpreted and construed and the rights of the parties determined in accordance with the laws of the State of Florida. Venue for any litigation arising out of or in connection with this Agreement shall be in Leon County, Florida.

SEVERABILITY

Invalidation of any provision of this Agreement by judgment or court order will not affect any other provision, all of which remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Agreement when necessary to avoid a finding of invalidity.


TIME OF ESSENCE

Time is of the essence with respect to each party's performance of its obligations under this Agreement. If any date under this Agreement falls on a Saturday, Sunday or legal holiday, such date shall be automatically extended to the next business day.


INTERPRETATION

All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one party.

Florida State University
Board of Trustees, on behalf of
the College of Education

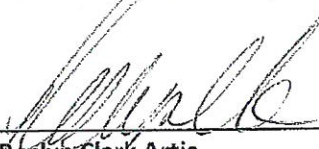
By: 
Dr. Sally McRorie
Provost and Executive Vice President for
Academic Affairs

Date: 8/17/2016


By: 
Dr. Marcy Driscoll
Dean, College of Education
Florida State University

Date: 8/4/2016

Florida Memorial University/BOARD

By: 
Dr. Roslyn Clark Artis
President

Date: Aug. 2, 2016

By: 
Dr. Michelle Howard-Vital
Provost and Executive Vice President
for Academic Affairs

Date: Aug 3, 2016