

MEMORANDUM OF UNDERSTANDING
BETWEEN
LIGHTSHARE OF SARASOTA, INC.
AND
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
FOR THE LIGHTSHARE DRUG-FREE YOUTH PROGRAM

This Agreement is entered into this 21st day of June 2024, by and between Lightshare of Sarasota, Inc., a Florida not for profit corporation, hereinafter referred to as "Lightshare," located at 4579 Northgate Court, Sarasota, FL 34234, and The School Board of Sarasota County, Florida, hereinafter referred to as the "Board," located at 1960 Landings Boulevard, Sarasota, Florida 34231-3331.

Purpose

The purpose of this Agreement is to delineate the relationship and responsibilities shared by Lightshare and the Board regarding the Lightshare Drug-Free Youth program with school-based mentoring services by the Lightshare staff (the "Program"). Under this Agreement, Lightshare will provide services to students enrolled in Sarasota County district middle and/or high schools.

The Program is a community-based initiative that rewards drug-free youth. The Program is a state-funded substance abuse prevention coalition that is tasked with providing substance abuse prevention awareness throughout Sarasota County via educational initiatives and prevention activities.

The Program is a free and voluntary community-based prevention initiative that praises, rewards, and recognizes youth in grades 6-12 who pledge to remain drug, alcohol, and tobacco free for one calendar year. After validating their commitment to remain drug, alcohol and tobacco free with a negative drug screen, youth join the initiative and are entitled to discounts from local business partners and admission to Program exclusive events.

The Program helps to create a movement of peers who share a commitment to making positive choices and living a healthy, drug-free life.

LIGHTSHARE Responsibilities

Lightshare will:

1. In cooperation with the Board and its school principals, assure that a parent/guardian's consent is required for all students to participate in this initiative at the district middle and high schools.
2. Provide a staff liaison to interface with appropriate Board staff to assure that quality services are provided. These services include that are held once a month during lunch and **require drug testing**. Program staff and volunteers are responsible for conducting all enrollment

events, including the drug screens. Sarasota School District employees will **NOT** participate in any drug testing. Furthermore, no Sarasota School District staff are made aware of drug screen results as this information is confidential. Furthermore, school staff are never notified of student's screening results whether they are positive or negative. Additionally, Program staff contact parents/guardians of their youth's positive screen and are provided local resources for support.

3. Assure that the Program is completely **VOLUNTARY**. Should youth want to join this initiative, they must complete and sign the Program membership application and the parent/guardian must sign the application as well. The Program is a voluntary initiative for youth who want to be recognized for their positive choices. Not all youth who have made this personal commitment want recognition and we understand this. If a youth does not want recognition and does not want to join, they are not required to complete the application. Youth must bring their completed application to an enrollment event at their school and take a drug screen. Once the youth is screened negative, they will be issued a membership ID card.
4. Host enrollment events monthly at district middle and high schools. Enrollment events are conducted during our youth's lunch periods in the gymnasium. These events are to:
 - a. Enroll students who ride the school bus and would not be able to join after school.
 - b. Enroll students who participate in extracurricular activities after school and would not be able to join.
 - c. Discourage interference with the youth's academic schedule.
 - d. All youth must renew their membership on an annual basis to remain active participants.
 - e. All ID cards have expiration dates.
 - f. Youth will be prompted by Drug Free Sarasota staff to renew their membership prior to its expiration date.
 - g. Youth complete an updated membership application and take a new drug screen during the membership renewal process.
 - h. Youth may be asked to participate in random drug screens to verify their commitment to being drug, alcohol, and tobacco free.
 - i. The enrollment and renewal process are free for all youth.
 - j. All Program exclusive events are free for active members.
 - k. If a youth loses their ID card, they may be asked to pay a \$10.00 replacement fee.
- S. Provide enrollment and screening staff to conduct background security including:
 - a. All criminal and DVM records;
 - b. All fingerprinting;
 - c. All background and reference checks;
 - d. In-depth interview of potential mentors; and

- e. Final assessment and evaluation for each potential mentor.

Lightshare shall ensure background screening is performed in compliance with Sections 1012.465 and 1012.467, Florida Statutes:

- i. At its expense, conduct a Level 2 Criminal Background check on all persons, whether an agent, employee, volunteer or otherwise (collectively referred to as "Employees") providing services under this Agreement. Employees must meet the screening standards set forth in Sections 435.03 and 435.04, Florida Statutes. The screening assessment includes orientation, in-depth interview, reference checks, police background checks and fingerprinting.
 - ii. Furnish to Sarasota County Schools Police Department Fingerprint office before any of its Employees will be permitted on school grounds while student are present the following: (i) A list of Employees providing services at schools and a statement of attestation prepared and signed by the Lightshare's CEO/President or Program Director in a form acceptable to the School Board that Lightshare has conducted a Level 2 background checks for all Employees providing on site services as required by Section 435.04, Florida Statutes to be updated for each Employee for each subsequent year of the Agreement; and (ii) Lightshare will immediately furnish to Sarasota County Police Department any notifications of arrests it receives with respect to Employees who had a Lightshare badge issued.
 - iii. The Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the Board pursuant to Florida law. Like other visitors to school grounds, Lightshare employees will also be subject to RAPTOR screening on school campuses. Additionally, any Employee must sign in and out of the school district's Volunteers Count Database each time they are on campus. Lightshare shall, upon the expiration or termination of this Agreement, facilitate the collection of all badges issued to its Employees..
- 6. Provide dedicated on-site staff to coordinate with Sarasota County Schools site-based liaison.
 - 7. Provide all administrative services.
 - 8. Hold harmless, indemnify, and defend Board, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit loss, cost, expense or damage which may be asserted, claimed or recovered against or from Board, its agents or employees, or in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Agreement. This provision shall survive termination this Agreement and shall be binding on the parties, successors representatives and assigns and cannot be waived or varied. Nothing in this

provision is intended to waive any sovereign immunity, pursuant to Section 768.28, Florida Statutes, to which Board may be entitled.

9. Provide a minimum of \$500,000.00 comprehensive general liability insurance naming Board as an additional insured. As evidence of such insurance coverage, Lightshare shall furnish Board with a Certificate of Insurance prior to commencing services under this Agreement.
10. Pursuant to Section 448.095, Florida Statutes, Lightshare shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/> to verify the employment eligibility of all employees hired during the term of this Agreement. Lightshare shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Subcontractors shall provide Lightshare with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, Florida Statutes. Lightshare shall provide a copy of such affidavit to the Board upon receipt and shall maintain a copy for the duration of the Agreement. Lightshare shall provide evidence of compliance with Section 448.095, Florida Statutes with fifteen (15) days of the Board's request. Evidence may consist of, but is not limited to, providing notice of Lightshare's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and the Board may choose to terminate the Agreement at its sole discretion.
11. Comply with Florida's Public Records law including:
 - a) keeping and maintaining public records that ordinarily and necessarily would be required by the Board to perform the service;
 - b) providing the public with access to public records on the same terms and conditions that the Board would provide the records and at a cost that does not exceed the cost provided in the Public Records Law;
 - c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - d) meeting all requirements for retaining public records and transfer, at no cost, to the Board all public records in possession of Lightshare upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Board in a format that is compatible with the information technology systems of the Board.

IF LIGHTSHARE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009,PUBLIC RECORD REQUEST@SARASOTCOUNTYSCHOOLS.NET, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

Board Responsibilities

Board will:

1. Provide a staff liaison at each school to identify appropriate students for Program activities.
2. Ensure that space is provided for students and mentors to meet at each high school.
3. Work with Lightshare Staff liaison to assure program implementation, sharing any concerns or suggestions as appropriate.

The Parties' Responsibilities

The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.

TERM OF AGREEMENT

This Agreement shall be effective July 1, 2024 and remain in effect through June 30, 2025. This Agreement may be modified only with the consent of both parties. Any party hereto may terminate this Agreement, without cause, upon written notice thirty (30) days in advance of the desired date of cancellation. Upon termination, neither party will owe to the other any further performance under this Agreement.

ADDITIONAL TERMS

The sole and exclusive jurisdiction for any action brought pursuant to this Agreement shall be in the County or Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.

The relationship between the Board and Lightshare, its employees and agents, shall be that of an independent contractor, and not that of employer/employee or joint ventures.

Any notice given or required to be given pursuant to this Agreement shall be hand delivered or mailed, first class postage prepaid, to the Board at: 1960 Landings Boulevard, Sarasota Florida 34231, Attention: Superintendent and to Lightshare at 4579 Northgate Court, Sarasota, FL 34234 or at such other address as either party may direct in writing.

[SIGNATURES ON FOLLOWING PAGE.]

The Parties execute this Agreement through their authorized representatives and fully intended to be bound by the terms hereof.

Honorable Karen Rose, Chair

The School Board of Sarasota County, Florida

_____ Date

Shawny Robey, MBA, President,/ CEO

Lightshare Behavioral Wellness, Inc.

_____ Date

Approved as to Form and Legal Content
By: Leonard J. Dietzen, III
Substitute Attorney for the School Board
of Sarasota County, Florida

Signed:  _____

Dated: 5/21/2024