

INTERAGENCY AGREEMENT

THIS INTERAGENCY AGREEMENT is made and entered into as of this ~~15~~__th day of June, 2004 2005, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301,

and

THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, DISTRICT 10

(hereinafter referred to as "DCF") whose principal place of business is 201 West Broward Boulevard, Suite 406, Fort Lauderdale, Florida 33301.

and

CHILDNET, INC

(hereinafter referred to as "ChildNet") whose principal place of business is 1400 West Commercial Boulevard, 2ndFloor, Ft. Lauderdale, Florida 33309.

and

WORKFORCE ONE

(hereafter referred to as "Workforce One") whose principal place of business is 3800 Inverrary Boulevard, Suite 400, Lauderhill, Florida 33319.

collectively hereinafter referred to as the "Parties".

WHEREAS, the SBBC must fulfill its constitutional obligation to educate children of compulsory school age; and

WHEREAS, the SBBC is the Local Education Agency for the Individuals with Disabilities Education Act (IDEA) and an administrative entity for Section 504 of the Carl Perkins Vocational Rehabilitation Act and must fulfill its obligation for education and related services to children with disabilities that interfere with their learning or inhibit their access to the education environment before, during and after the ages of compulsory school attendance; and

WHEREAS, DCF is the local agency to provide, either directly or through contracted providers ~~ChildNet~~ the full range of child welfare foster care ~~foster care~~ services under Florida Statutes and Administrative Rules; and

WHEREAS, ChildNet is a private, not for profit agency and an independent contractor pursuant to F.S. 409.1671 providing case management and related services on behalf of DCF ~~by providing the full range of case management and foster care services~~ for children known to the department; and

WHEREAS, The Parties acknowledge that stability within the educational setting stabilization and educational progress, including progress toward post-secondary education, and employability skills through either vocational or post-secondary education are important to the critical components in the life of a children known to the department in ChildNet care; and

WHEREAS, F. S. 39.0016 (1) (a) defines children known to the department as children who are found to be dependent or children in shelter care; and for the purposes of this agreement children known to the department refers to children known to the DCF or its contracted provider, ChildNet, and

WHEREAS, F. S. 39.0016 (4), requires DCF to locally enter into agreements with district school boards regarding children known to the department who are of school age and children known to the department who are younger than school aged but who would otherwise qualify for services from the school district, and

~~**WHEREAS**, DCF and ChildNet "Till continue to notify the SBBC of the identity of children placed in the foster care system after being removed by the courts from the custody of their parent(s) or legal guardian; and~~

WHEREAS, ~~said~~ the children covered by this agreement are those children known to the department who are being served through have been placed by ChildNet while remaining in their own homes, and those who have been placed by ChildNet or by order of the court in a licensed shelter home or facility, with a foster family, or group home, licensed or residential treatment facility child-care institution, or in an unlicensed setting with a relative or non-relative, or any combination thereof; and

WHEREAS, ~~the SBBC believes that children known to the department, in foster care may have, or be "at risk" of developing academic and/or behavioral problems due to the disruption in their lives and therefore, they may require services including, but not limited to, those attached to this agreement and defined by F.S. 1003.01 (3a) (3b) and (10), and; F.S. 1003.53; F.S. 39.0016 (4); and F.S. 445.004 (10)(a); and~~

WHEREAS, F.S. 1000.21 (5), provides the definition of parent to be "either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of a parent"; and

~~**WHEREAS**, the Parties have determined that education and the educational setting are critical components in the life of a child in foster care; and~~

WHEREAS, ~~the~~ SBBC, DCF, and ChildNet are parties to an Information Sharing Agreement with Department of Juvenile Justice in accordance with FS 1003.53(6) to provide procedures and guidelines for the sharing of information for children that will result in improved educational services to this "at risk" group of students; and

WHEREAS, the purposes of the Agreement with Department of Juvenile Justice are to 1) ensure that ~~the~~ SBBC is the responsible agency exercising general authority over all educational programs within the district; and 2) implement applicable provisions of Florida Statutes and Administrative Rules;

WHEREAS, the provisions of F.S. 39.0016 (2), establish goals and not rights and do not require the delivery of any particular service or level of service in excess of existing appropriations and do not support a course of action against the state or any of its subdivisions, agencies, contractors, subcontractors or agents. These provisions do not require the expenditure of funds to meet the established goals of this agreement or of F.S. 39.0016 (2) except funds specifically appropriated for such purpose; and

WHEREAS, the purposes of this agreement are to promote collaboration among SBBC, DCF, ChildNet and Workforce One to 1) ensure educational access and related care, including post-secondary pursuits, promote job training and employability skills and facilitate the delivery of services or programs to children known to the department; 2) avoid duplication of services or programs; and 3) combine resources to maximize availability or delivery of services or programs.

NOW, THEREFORE, in consideration of the mutual covenants embodied herein and other valuable considerations, the Parties to this Interagency Agreement mutually agree as follows:

ARTICLE 1- RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that each recital is incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term.** This Agreement will be in effect from July 1, 2004⁵ or other date of mutual approval, whichever is later, and shall continue through June 30, 2005⁶.

2.02 **Outside Agreements.** This Agreement does not preclude or preempt any of the Parties from entering into non-conflicting agreements with other parties outside of this Agreement. Such agreements shall not nullify the force and effect of this Agreement.

2.03 **Dissemination of Agreement.** Each party agrees to disseminate this Agreement to appropriate personnel in each agency and to provide technical assistance in the implementation of the Agreement.

2.04 **Community Alliance.** In order to further improve the delivery of educational programs and other services to students known to the department ~~in foster care~~, each party agrees to participate in the community alliance, operating in Broward County as The Children & Families Leadership Association.

2.05 **Coordinating Council.** Each party agrees to work with the Coordinating Council of Broward to better coordinate the sharing of non-confidential information as authorized by state and federal statute.

2.06 **Agency Collaboration.** In order to support continued collaboration, the Parties' representatives agree to meet, at a minimum, on a quarterly basis in order to:

- a) review each agency's rules, regulations, policies and practices as they impact the education, special education and related services, job training and employment of children known to the department ~~students in foster care~~;

b) make recommendations to the Superintendent of Schools, the District Administrator, DCF, ~~and the President~~ CEO of ChildNet, Inc., and the President / CEO of Workforce One regarding procedures, processes, guidelines and policies as they impact children known to the department students in foster care; and

c) define and establish communication protocols, identify responsible staff, and facilitate prompt and substantive information sharing and communication between the Parties.

2.07 ChildNet Intake Facility (SafePlace). The SBBC agrees to provide a guidance counselor and a clerk at SafePlace or at a successor facility to:

a) prepare an educational record review for each child that is processed through SafePlace. The review shall be made a part of the daily early intervention services determination, and upon evidence of parent consent to release educational records or a court order placing the child in state custody, provided to the Sheriff's Office, Children's Protective Services Unit; (Attachment 1)

b) assist in the stabilization process by providing Child Advocates ~~caseworkers~~ with educational record reviews on students in shelter and foster care as needed and appropriate, and for other children known to the department when parental or other legally sufficient consent is obtained;

c) act as a liaison between ~~the~~ SBBC and agencies participating in the SafePlace,

d) contribute to the Comprehensive Behavioral Health Assessment and the Multidisciplinary Staffings, and

e) participate in the planning for the transition of children with disabilities and planning for youth involved in the ChildNet Independent Living Program.

2.08 Court Liaisons. The SBBC and ChildNet agree to each provide a Court Liaison for shelter and dependency hearings. The court liaisons shall maintain procedures that will align their work to achieve appropriate educational services for children declared dependent and in the custody of ChildNet. ~~The~~ SBBC Dependency Court Liaison is responsible for communication with the SBBC foster care designees to share the change in placement as reported at the dependency shelter hearings, and work hand-in-hand with the ChildNet Educational Services Specialist.

2.09 ChildNet Educational Services Specialist. ~~ChildNet established a new position to support the educational needs of youth coming into care. The~~ This position serves as a primary liaison to SBBC and provides advocacy within the agency on child education matters. Other job duties include but not limited to: consultation with Child Advocates, parents and providers regarding educational concerns; participation in school-based conferences, Individual Education Plan (IEP) meetings and other activities as requested; facilitation of training on educational and school-related issues; and development and promotion of collaboration between child welfare and educational personnel.

2.10 Foster Care Designees. SBBC agrees to identify a foster care designee for each school and to establish roles and responsibilities of the designee as part of the Fostering Student Success Program. ~~The~~ SBBC Court Liaison will maintain a current roster of school based foster care designees and provide any changes to ChildNet Educational Services Specialist.

2.11 Staff Development. Each party agrees to promote the provision of training and staff development related to the implementation of this Agreement to increase standardization of the processes and training developed, through the following initiatives:

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a) SBBC and ChildNet will jointly update guidelines which affect each agency and incorporate these guidelines into the Fostering Student Success training manuals. Said manuals will be distributed to all foster care designees and Child Advocates prior at the start of the new school year and will be made available on line at the SBBC website, www.broward.k12.fl.us/j/dropoutprevention and through ChildNet's intranet system. ChildNet will electronically store and provide a link to the SBBC website by October 1, 2004;

b) ChildNet, in coordination with SBBC, shall incorporate an education component into their agency's provide staff development. This training will be provided as part of the scheduled training for all new Child Advocates and as annual training sessions for procedural and informational updates and changes to the agreement. Training components shall include processes and activities related to the implementation of this Agreement through scheduled update session with ChildNet Advocates and supervisors and the SBBC foster care designees to increase institutionalization of the processes identified in and the Fostering Student Success training manual, information on the right of children known to the department to an education, the role of an education in their development and adjustment the proper ways to access education and related services and the importance and strategies for parental involvement in education for the success of the student. Information provided shall include, but not be limited to current Sunshine State Standards, the Surrogate Parent Training Manual and other resources accessible through SBBC and Department of Education (DOE); and

c) ChildNet, in coordination with SBBC, shall provide collaborate and traini ng opportunities for foster parents on educational issues to support their role in the educational life of the foster care child, to include the right of the child to an education, the role of an education in the development and adjustment of a child, the proper ways to access education and related services, and the importance and strategies for parental involvement in education for the success of children; and

d) ChildNet in coordination with SBBC, shall provide training opportunities for parents in cases in which reunification is the goal, or for pre-adoptive parents when adoption is the goal, so that parents can learn how to access the services needed for the child known to the department and the importance of their involvement in the child's education; and

e) ChildNet shall promote practices that engage Child Advocates and foster parents in the education of children known to the department such as attendance at parent-teacher conferences, school open houses, and other events significant to the education of the child and creating the message to the child that his or her education is important to the adults in his or her life; and

f) SBBC, in coordination with ChildNet shall provide training opportunities for the school-based foster care designees and other school district personnel. Training components shall include the processes and activities related to implementation of this Agreement and the Fostering Student Success manual; and

g) SBBC shall participate in state's Dependency Court Improvement Project Summit and other conferences, including providing suggestions for topics and training materials; and

h) SBBC shall promote the practice of allowing Guardian Ad Litem and foster parents to attend surrogate parent training offered by the district or shall arrange such training opportunities specifically for those target populations.

di) work in cooperation with private and public entities that contract with the DCF and ChildNet to provide foster care services to children known to the department. These efforts will include training for Guardians and Attorneys Ad Litem, and the Child Welfare Legal Service Attorneys of the Attorney General's Office on educational issues.

2.12 **Student Records.** Each party to this Agreement agrees to protect the rights of students and clients with respect to records created, maintained, and used by public institutions within the state in accordance with state and federal law. It is intended that

parents / guardians, students and clients have the rights of access, challenge, and privacy with respect to educational records and reports, and that there will be strict adherence to all applicable laws and regulations pertaining to those rights. Pursuant to Title XX USC section 1232g, an educational agency or institution has up to 45 days in which to comply with parental requests. State law mandates compliance within 30 days.

Chapter 39, Florida Statutes, provides parameters regarding information disclosure to the parents of a child that is in out-of-home licensed care. Said law permits disclosure of certain reports to parents; however if by Court Order the parent is not permitted visitation or has had their parental rights terminated, the law allows for the redaction of any information that discloses the location of the child, inclusive of school(s) attended to further ensure the youth's safety and well being. Accordingly, for children in foster care or children removed from the caretaker's home and placed in a shelter, federal and state laws shall be complied with and without the disclosure of any child's location when said disclosure places the child in danger.

2.13 Sharing of Information. Pursuant to the Legislative intent as enumerated in section 985.06, Florida Statutes, each party agrees:

a) to share, to the fullest extent permissible and in compliance with federal law, Florida Statutes and Administrative Rules, including but not limited to Chapter 39, Florida Statutes and sections 163.64 and 1002.22 Florida Statutes, relevant information relative to the students ~~in foster care~~ known to the department as would be pertinent to their educational growth, including post secondary pursuits, job training, employment and other benefit;

b) that it may be necessary to restrict information sharing due to statutory prohibitions other than those enunciated in F.S. 39.202. It is understood that the sharing of student records, including psychological evaluations with parental or custodial consent does not abrogate the confidentiality of the ~~evaluation records~~ as to other non-designated parties;

c) to collaboratively continue to improve the technical interface between the Parties to provide for the efficient sharing of information;

d) to maintain and implement, ~~work toward the development of~~ a bilateral Broward Information Network (hereinafter "BIN") Agreement between the Parties that would configure the basis for sharing of data between the Parties, in addition to providing caretaker and counselor information;

e) ChildNet shall take all steps necessary to gain consent from the court, natural parent(s) and/ or legal guardian of the child to enable the school district and Workforce One to provide to DCF and ChildNet the educational and job training records for children ~~in foster care~~ known to the department;

f) ChildNet shall provide to the Superintendent of Schools an updated bi-weekly electronic list of children ~~in foster care~~ known to the department in order to confirm the identity of the youth who are actively enrolled in school and their location.;

g) ChildNet shall maintain a current database of clients and their respective Child Advocates and shall notify the SBBC Court Liaison of changes. The SBBC Court Liaison, upon notice, shall transmit the updated information to the school-based foster care designee. DCF will continue to input data into the Home SafeNet system if applicable;

h) SBBC shall continue to provide access to the Free and Reduced Lunch Program upon notification of a child's change of status to "a child known to the department";

i) SBBC shall provide information on youth attendance for children residing in licensed settings to the ChildNet designee on a weekly basis in order to support continued school attendance and agency collaboration;

j) SBBC shall provide electronically to ChildNet a transcript of ~~each student's~~ the annual academic record for students residing in licensed settings at the time;

k) SBBC, Director of Dropout Prevention, shall provide notice to ChildNet, Vice President of Network Development when district mandated parental correspondence is released so that Child Advocates can be involved to promote school success;

l) ChildNet shall provide the child's school a copy of the Foster Care School Registration Form at initial removal and any subsequent change in a child's status in foster care that affects the delivery of services under this Agreement. Attached to that Registration Form shall be a copy of any court order that prohibits the natural parent or any other person from contact with the student and any other court order which may be relevant to the child's educational program or setting; (Attachment 2)

m) ChildNet shall ensure that the Foster Care School Registration Form and its attachments are provided to the SBBC foster care designee at the time of the status change in Foster Care status or no later than 72 hours subsequent to the change. The Foster Care School Registration Form ensures that school personnel have all necessary information to provide for the health and safety of the child and evidence that leads to the application for transportation services. Any delay in the receipt of the Foster Care School Registration Form delays the application for transportation and could place the child's safety in jeopardy. A change in Child Advocate or placement shall result in the submission of a new electronic alert to SBBC with a revised Foster Care School Registration Form so that the school has accurate contact information;

n) ChildNet shall maintain a protocol to monitor the delivery of the Foster Care School Registration Form; and

o) ChildNet shall ensure that current psychological/psychiatric evaluations that were purchased by DCF or ChildNet or its contracted agents which contain relevant information related to the education needs of the child, shall be provided to the SBBC foster care designee, upon specific request by said designee, who ~~in turn will meet with the school based ESE specialist to~~ shall ensure that the information is considered in determining the educational services recommended to meet the needs of the foster care child. A court order for the exchange of psychological/ psychiatric evaluations may substitute for a release, if it is determined by the court to be in the best interest of the child. If ESE services are recommended, the appropriate education procedures shall be followed.

2.14 Educational Stabilization. This Agreement ensures that:

a) the Parties develop and support program initiatives to facilitate the effective and efficient delivery of education and related services to eligible students ~~placed in licensed foster care settings known to the department~~;

b) ChildNet shall attempt to place students in shelter and foster care homes within or closest to their home school boundaries to facilitate stabilization of school placements; (Attachment 3)

c) ChildNet ~~Child Advocates and the SBBC foster care designees~~ staff shall follow procedures as defined in the Fostering Student Success training manuals in order to request school reassignment and transportation when appropriate;

d) ~~the~~ SBBC shall make every effort to provide transportation for students living in out of home licensed placement when it is in the best interest of the student to attend a school not within the approved school assigned boundaries of the shelter/foster care home location. Other transportation requests will be determined on a case-by-case basis. Requests for transportation are processed within 10 business days of receipt of the request by the SBBC transportation Department. Notice of approval or denial of transportation will be reported to the assigned Child Advocate, the ChildNet Administrator responsible for coordinating transportation, the caregiver and the foster care designee. ~~The SBBC Court Liaison, upon confirmation by the SBBC Transportation Department, will provide the notice; and~~

- e) ChildNet retains the responsibility to coordinate temporary transportation for students to and from school during the time that SBBC transportation is being arranged;
- f) foster parents and other approved caregivers of children known to the department have the authority to enroll the children in their care in school pursuant to section 1002.21 (5), definition of a parent.

2.15 Case Planning. In order to avoid duplication of services or programs and promote the combining of resources to maximize the delivery of services and educational success of children known to the department the parties agree:

- a) ChildNet shall notify the SBBC Liaison of case planning for a child both at the time of plan development and plan review. Within the plan development or review process, SBBC may provide relevant educational information regarding the child. ChildNet shall provide this notification to the Workforce One Liaison when there is documentation in the case file of the child's involvement in Workforce One services; and
- b) SBBC shall provide individualized student intervention for all students and for students with disabilities who have individual education programs (IEP) or Section 504 plans when a determination has been made through legally appropriate criteria that intervention services are required. The intervention or individual educational plan must include strategies to enable the child known to the department to maximize the attainment of educational goals.

2.156 Opening and Closing of Licensed Residential Programs. ChildNet shall provide written notice to the SBBC when it plans to open or close a group residential program in order to allow lead time for program and resource planning.

2.17 Exceptional Student Education (ESE). Coordination of services for a child known to the department who has or is suspected of having a disability to ensure that the child receives an appropriate education consistent with IDEA and state implementing laws, rules and assurances, may include:

- a) referral for screening;
- b) sharing of evaluations between SBBC and ChildNet when appropriate;
- c) provision of education and related services appropriate for the needs and abilities of the child known to the department; and
- d) coordination of services and plans between the school and the- child's residential setting to avoid duplication or conflicting service plans

2.168 Parental Rights/Exceptional Student Education. Unless prohibited by court order, natural parents may represent or participate in the process of determining the special education needs of their children. The Code of Federal Regulation 34CFR300.13 restricts DCF and ChildNet from signing in lieu of parent.

2.179 Determining Need for a Surrogate Parent. When a student has or is perceived to have a disability, the need for a surrogate parent must be determined by the SBBC on a case by case basis consistent with applicable law. The surrogate parent shall be appointed with consideration given to individuals who know the child, and recommendations made by ChildNet and the courts, without regard to where the child is placed so that one surrogate parent can follow the education of the child during his or her entire time in state custody. The Parties acknowledge and agree as follows:

- a) all students in foster care are not ESE students;
- b) not every student in foster care who is an ESE student requires the appointment of a surrogate parent;

c) SBBC shall collect data on the following elements; the number of requests for a surrogate parent; whether the request is approved or denied; and when denied, the reason for denial for children in a foster care home or residential facility; and

d) ChildNet will notify the SBBC when a child's change of placement or legal status makes them eligible for a surrogate or when a surrogate is no longer necessary.

2.1820 Surrogate Parent/Foster Care Homes. When a child is adjudicated dependent and is placed in licensed out of home care and identified ESE or potentially ESE, the foster parent or other caretaker may serve as the parent for educational purposes if a parent is unknown, if the parent's whereabouts cannot be discovered or if prohibited by the court from being involved in the child's education and there are no more than four children in the home. If there are more than four children in the home, the foster parent may remain actively involved but a Surrogate Parent, as defined in IDEA (~~Individual with Disabilities Education Act~~), must be appointed for:

- a) students whose parents whereabouts or identity is unknown;
- b) students for whom the court has terminated the parent's rights; and
- c) children, as determined on a case by case basis, who are entitled by law to a surrogate but who do not fit the criteria for children identified in a) or b).

2.1921 Surrogate Parents/Residential Facilities. When a student who is ESE or perceived to be ESE and is in a DCF licensed residential program, including specialized therapeutic foster care a surrogate must be appointed for:

- a) students whose parents whereabouts or identity is unknown;
- b) students for whom the court has terminated the parent's rights; and
- c) children, as determined on a case by case basis, who are entitled by law to a surrogate but who do not fit the criteria for children identified in a) or b).

2.202 Training for Surrogate Parents:

a) SBBC agrees to provide training for potential surrogate parents. The training will include eligibility, IEP (~~Individual Education Plan~~), and placement processes for students with disabilities. as well as the impact of ~~Additionally training will include how the ability to learn is affected by abuse, abandonment, and neglect on said student's education and removal from the home;~~ and

b) Guardians Ad Litem and foster parents may attend surrogate parent training offered by the SBBC. Guardian Ad Litem's who successfully complete Surrogate Parent training may be given priority for appointment to youth to whose case they are assigned.

2.213 Training for Other Interested Parties. SBBC, ChildNet and DCF recognize the importance of training and sharing information about a child's education with other interested parties. SBBC will share information on existing training opportunities with ChildNet. ChildNet will inform interested parties of these opportunities.

2.224 Psycho-educational and Psychological Assessments:

a) DCF and ChildNet, to the extent feasible, shall require contracted agencies and individuals performing psycho-educational assessments of ~~students in foster care~~ children known to the department to use evaluation instruments and procedures that are consistent with the DOE and SBBC requirements as outlined in SBBC's Special Programs and Procedures for the Provision of Special Instruction and Services for Exceptional Students; and

b) SBBC agrees to ~~accept~~ consider assessments of ~~students in foster care~~ known to the department completed by DCF and ChildNet contracted agencies and individuals when they are consistent with evaluation instruments and procedures ~~used~~ established by SBBC .

2.235 **Early Intervention.** SBBC and ChildNet shall collaborate to develop and implement protocols for identifying preschool age children who may qualify for Part C of IDEA, early intervention services.

2.246 **Independent Living (IL) and Transition Services.** The Parties recognize the importance of encouraging post-secondary pursuits for children known to the department and agree to work collaboratively to encourage continued education for as many youth as possible. The parties also recognize the importance of support and employment for children receiving independent living transition services and collaboratively agree that:

a) ~~The~~ SBBC and ChildNet shall continue to develop and implement collaborative programming for youth 13 years of age and over to include a transition plan for ESE students 14 years of age and over and an independent living plan for all others. The collaboration will work to ensure educational progress and to assist students in acquiring essential independent living skills. ChildNet will make IL staff available to participate in SBBC ESE transition staffings. SBBC shall provide to IL staff a list of secondary courses that integrate IL skills in the curriculum.

b) ChildNet and the SBBC shall collaboratively provide training annually for IL staff on a variety of educational and post-secondary topics.

c) SBBC shall promote and develop strategies for providing on-going guidance support for children known to the department to ensure that they are aware of post-secondary options.

d) Workforce One shall provide ChildNet with a description of the referral processes for employment and training services, distribute information about career awareness opportunities, and provide information and training for various stakeholders about the available service array. Where possible information will be shared through the internet.

e) ChildNet will regularly attend the WorkForce One's Providers Collaborative meetings.

2.257 **Damaged Property.** ChildNet shall assume responsibility for any damage to, or loss of, SBBC property at the SafePlace, after a determination that the loss or damage was a result of ChildNet action or inaction and not the responsibility of the SBBC guidance counselor or clerk. ChildNet shall be billed by the SBBC for repair or replacement costs. ChildNet shall make remuneration within forty-five days of billing.

2.268 **Background Check.** All employees, appointees or agents who come into contact with student records shall first submit to and clear a background check in a manner prescribed by section 435.04 Florida Statute.

2.279 **Agency Designees.** The Parties agree that:

a) ~~The~~ SBBC'S designee for the purpose of executing and administering this Agreement shall be the Superintendent of Schools, who may assign a designated administrator for the purpose of monitoring this agreement ~~compliance and educational program administration;~~

b) ~~The~~ DCF designee for the purpose of executing and administering this Agreement shall be the District Administrator, District X, who may assign a designated administrator for the purpose of monitoring this agreement; ~~compliance with educational program administration; and~~

c) ~~The~~ ChildNet designee for the purpose of executing and administering this Agreement shall be the ~~President~~ CEO, who may assign a designated administrator for the purpose of monitoring this agreement; and ~~compliance with educational program administration~~

d) Workforce One's designee for the purpose of executing and administering this Agreement shall be the President/CEO, who may assign a designated administrator for the purpose of monitoring this agreement ~~compliance with educational program administration.~~

2.2830 **Interagency Dispute.** Each party agrees to comply with the following steps in the case of an interagency dispute:

a) Step 1 is resolution of the dispute among staff at the local agency level; if unsuccessful then, and

b) Step 2 is resolution of the dispute between the district agency heads, i.e., the Superintendent of Schools and the District Administrator, DCF, District X and the CEO, ChildNet, and the President, Workforce One, or their designees.

2.2931 **Evaluation.** Each party agrees to participate in evaluations conducted by the Agencies, both locally and at the state level, to determine the effectiveness of the Agreement and to make recommendations for future enhancements that may benefit the ~~foster care youth of children known to the department Broward County.~~

2.3032 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

3.03 **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled by any of the Parties without cause during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law. Each party shall comply with confidentiality requirements pursuant to Federal and State law including but not limited

to Chapter 39 regarding child abuse records and applicable sections of the Health Insurance Portability and Accountability Act (HIPAA).

3.06 Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 Preparation of Agreement. The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 Waiver. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and federal law. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state court of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

3.14 Force Majeure. No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotion's, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably capable of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The address for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective party and place for giving notice:

To School Board: Franklin L. Till, Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue, Tenth Floor
Fort Lauderdale, Florida 33301

With a Copy to: Dr. Earlean Smiley, Deputy Superintendent
The School Board of Broward County, Florida
600 Southeast Third Avenue, Tenth Floor
Fort Lauderdale, Florida 33301

To DCF: Jack L. Moss, District Administrator
Department of Children and Families,
201 West Broward Boulevard
Suite 406
Fort Lauderdale, Florida 33301

With a Copy to: John J. Copelan, Jr., Chief Legal Counsel
201 West Broward Boulevard
Suite 406
Fort Lauderdale, Florida 33301

To ChildNet: Peter Balitsaris, CEO
ChildNet, Inc.
1400 W. Commercial Boulevard, 2nd Floor
Ft. Lauderdale, Florida 33309

With a Copy to: Larry Rein, Vice President, Network Development
ChildNet, Inc.
1400 W. Commercial Boulevard, 2nd Floor
Ft. Lauderdale, Florida 33309

DRAFT

DRAFT

DRAFT

To Workforce One: Mason Tackson, President / CEO
Workforce One
3800 Inverrary Boulevard, Suite 400
Lauderhill, Florida 33319

With a copy to: Khalil Zeinieh, Executive Vice President
Workforce One
3800 Inverrary Boulevard, Suite 400
Lauderhill, Florida 33319

3.18 **Captions.** The captions, section numbers, article numbers, title and headings in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

BY _____
~~CAROLE L. ANDREWS~~ Stephanie Arma Kraft, Esq., Chair

ATTEST:

Franklin L. Till, JR.
Superintendent of Schools

Approved as to form:

School Board Attorney

FOR: DEPARTMENT OF CHILDREN AND FAMILIES.

(CORPORATE SEAL)

Department of Children and Families

BY: _____
Jack L. Moss, District Administrator

ATTEST:

_____, Secretary

-or-

Witness

Witness

Approved as to form and legal sufficiency
Subject to execution by the Parties:

John J. Copelan, Chief Legal Counsel

The following Notarization is Required for Every Agreement Without Regard to Whether the Agency Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____ by _____ of

Name of Person
_____ on behalf of the Corporation/Agency.
Agency

He/She is personally known to me or produced _____
Type of Identification

As identification and did/did not first take an oath.

My Commission Expires: _____
Signature -Notary Public

(SEAL) _____
Printed Name of Notary

Notary's Commission Number

DRAFT

DRAFT
FOR:CHILDNET, INC.

DRAFT

(CORPORATE SEAL)

BY: _____
Peter Balitsaris, CEO

ATTEST:

_____, Secretary

-or-

Witness

Witness

The following Notarization is Required for Every Agreement Without Regard to Whether the Agency Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____ by _____ of

Name of Person

_____ on behalf of the Corporation/Agency.

Agency

He/She is personally known to me or produced _____

Type of Identification

As identification and did/did not first take an oath.

My Commission Expires:

Signature -Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission Number

DRAFT

DRAFT
FOR: WORKFORCE ONE

DRAFT

(CORPORATE SEAL)

BY: _____
Mason Jackson, President/CEO

ATTEST:

_____, Secretary

-or-

Witness

Witness

Approved as to form by the office of the County Attorney for Boward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center
115 S. Andrews Ave.
Fort Lauderdale, FL 33301

BY: _____
Rochelle J. Daniels

The following Notarization is Required for Every Agreement Without Regard to Whether the Agency Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____ by _____ of

Name of Person
_____ on behalf of the Corporation/Agency.
Agency

He/She is personally known to me or produced _____
Type of Identification

As identification and did/did not first take an oath.

My Commission Expires: _____
Signature -Notary Public

(SEAL) _____
Printed Name of Notary

Notary's Commission Number