

State of Florida  
Department of Children and Families

**Rick Scott**  
*Governor*

**David E. Wilkins**  
*Secretary*

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**Perry Borman**  
*Regional Director*

Date: June 24, 2011

To: William C. Malone, Acting Superintendent, The School District of PBC  
Perry Borman, Southeast Regional Director, Department of Children & Families  
Judith Karim, CEO, Child and Family Connections, Inc.  
Kathryn Schmidt, President/CEO, Workforce Alliance  
Gerard C. Driscoll, Area 9 Administrator, Agency for Persons with Disabilities  
Feirmon Johnson, Chief Probation Officer, Department of Juvenile Justice  
Warren Eldridge, Executive Director, Early Learning Coalition of PBC

From: <sup>of</sup> Patty Tilford, Contract Manager

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Enclosed is the final executed "***Interagency Agreement***" for Palm Beach County.

Please feel free to contact me if you have any questions.

Thank you.

Copy to: Kim C. Williams, The School District of PBC  
Colleen Farnsworth, Circuit Legal Counsel, DCF  
Toby Pina, Child and Family Connections, Inc.  
Ike Powell, Workforce Alliance  
Percy Mallison, Agency for Persons with Disabilities  
Jennifer Parker, Legal Counsel, DJJ  
Christie Young, Early Learning Coalition of PBC

Circuit 15  
111 South Sapodilla Avenue, West Palm Beach, Florida 33401-5208

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Mission: Protect the Vulnerable, Promote Strong and Economically Self-Sufficient Families, and  
Advance Personal and Family Recovery and Resiliency

**INTERAGENCY AGREEMENT**

THIS INTERAGENCY AGREEMENT is made and entered into as of this 23<sup>rd</sup> day of June, 2011, by and between

**AGENCY FOR PERSONS WITH DISABILITIES, STATE OF FLORIDA, AREA 9**

(Hereinafter referred to as "APD"),  
Whose principal place of business is  
111 South Sapodilla Avenue, West Palm Beach, Florida 33401

and

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, CIRCUIT 15**

(Hereinafter referred to as "DCF" or as "the department"),  
Whose principal place of business is  
111 South Sapodilla Avenue, West Palm Beach, Florida 33401

and

**FLORIDA DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT 15**

(Hereinafter referred to as "DJJ"),  
Whose principal place of business is  
3400 Belvedere Road, West Palm Beach, Florida 33406

and

**CHILD AND FAMILY CONNECTIONS, INC**

(Hereinafter referred to as "CFC"),  
Whose principal place of business is  
4100 Okeechobee Boulevard, West Palm Beach, Florida 33409.

and

**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**

(hereinafter referred to as "SBPBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
3300 Forest Hills Boulevard, West Palm Beach, Florida 33406,

and

**WORKFORCE ALLIANCE, INC.**

(hereinafter referred to as "Workforce Alliance"),  
whose principal place of business is  
315 South Dixie Highway, Suite 102, West Palm Beach, Florida 33401, with satellite offices in Boynton Beach,  
Florida and Belle Glade, Florida,

and

**EARLY LEARNING COALITION OF PALM BEACH COUNTY, INC.**

(hereinafter refer to as "ELC")

whose principal place of business is  
2300 High Ridge, Boynton Beach, FL 33426,

collectively hereinafter referred to as the "Parties".

**WHEREAS**, the SBPBC must fulfill its mission to educate the children of compulsory school age; and

**WHEREAS**, SBPBC is the Local Education Agency (LEA) 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 between three (3) and twenty-one (21) years of age as provided in 20 U.S.C. §1412(a)(1)(A), 29 USC §794, and 34 CFR 104; and

**WHEREAS**, DCF is the state agency to provide, either directly or through contracted providers, the full range of child welfare services under Florida Statutes and Administrative Rules; and

**WHEREAS**, CFC is a private, not for profit, community-based care agency and an independent contractor providing case management and related services on behalf of DCF for children known to the department pursuant to Chapter 39, Florida Statutes and section 409.1671, Florida Statutes,; and

**WHEREAS**, APD is the state agency responsible for providing services to eligible persons with developmental disabilities under Chapter 393, Florida Statutes. APD serves people with spina bifida, autism, cerebral palsy, Prader-Willi syndrome, and mental retardation.

**WHEREAS**, DJJ is the designated state agency that provides preventive, rehabilitative and intervention services for youth in the juvenile delinquency system. DJJ recognizes the importance of ensuring educational opportunities for children and youth will work with the parties to this Agreement in ensuring educational services consistent with other agreements for youth jointly served.

**WHEREAS**, Workforce Alliance is the local Regional Workforce Board providing either directly, or through contracted service providers, employment and training services to Palm Beach County residents through federal Workforce development grants via the Agency for Workforce Innovation.

**WHEREAS**, ELC works to determine the needs of young children in the community.

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

**WHEREAS**, section 39.0016 (2) (b), Florida Statutes, 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 age but who would otherwise qualify for services from the school district, and

**WHEREAS**, the children covered by this Agreement are those children known to the department who are being served through CFC while remaining in their own homes, and those who have been placed by CFC or by order of the court in a foster family or boarding home, group home, agency boarding home, child care institution, or any combination thereof, and who must receive education and related services before, during, and after the ages of compulsory school attendance; and

**WHEREAS**, the children known to the department, may have, or be "at risk" of developing academic and/or behavioral problems due to the disruption in their lives and may require services including, but not limited to, those attached to this Agreement and defined by sections 1003.01 (3)(a), (3)(b), and (10); 1003.53; 39.0016 (4); and 445.004 (10)(a), Florida Statutes; and

**WHEREAS**, the provisions of section 39.0016 (2), Florida Statutes, 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 section 39.0016 (2), Florida Statutes, except funds specifically appropriated for such purpose;

**WHEREAS**, the provisions of section 39.0016 (2)(a), Florida Statutes, provides the SBPBC access to Florida Safe Families Network (FSFN); and

**WHEREAS**, the purposes of this Agreement are to promote collaboration among SBPBC, APD, DCF, DJJ, CFC and Workforce Alliance 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 premises and of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1 - RECITALS**

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

### 1.02 **Definitions**

a. "Children known to the Department" (hereinafter "youth") means children who are found to be dependent or children in shelter care. For the purposes of this Agreement children known to the department refers to children known to the DCF or its contracted provider, CFC.

b. "Parent" means 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.

c. "Children Awaiting Placement" shall mean Children known to the Department who have been involuntarily removed from the care of their parents and who have not been placed with a relative or in foster care pursuant to the entry of an Order of Adjudication of Dependency and a Disposition Order, entered after an evidentiary adjudication hearing. Pursuant to section 39.507(1)(a), Florida Statutes, the

adjudicatory hearing must take place as soon as practicable after the petition for dependency is filed and in accordance with the Florida Rules of Juvenile Procedure, but no later than 30 days after arraignment. Pursuant section 39.507(8), Florida Statutes, the court shall schedule the disposition hearing within 30 days after the last day of the adjudicatory hearing. In interpreting the phrase "awaiting placement," the parties are guided by the definition of "foster care" in 45 CFR 1355.20, which provides that foster care means 24-hour substitute care for children placed away from their parents and for whom the State agency has placement and care responsibility.

d. "Surrogate parent" means an individual appointed to act in the place of a parent in educational decision-making and in safeguarding a student's rights under the Individuals with Disabilities Education Act ("IDEA").

(1) When a child is adjudicated dependent and is placed in out-of-home care and has been determined to be eligible to receive services or as potentially eligible to receive services under IDEA or 504 of the ADA, 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 the parent is 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 must be appointed for:

- (a) students whose parents' whereabouts or identities are 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

(2) When a student has been determined to be eligible to receive services or as is perceived as potentially eligible to receive services under IDEA or 504 of the ADA and is in a residential program, including specialized therapeutic foster care, a surrogate must be appointed for:

- (a) students whose parents' whereabouts or identities are unknown;
- (b) students for whom the court has terminated the parents' 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 (2)( a) or (b).

(3) If a natural parent/guardian is known, his/her whereabouts have been determined, and a court has not prohibited the parent's right to make educational decisions for the child, the parent/guardian maintains the right and responsibility to represent the child in educational decisions. The Code of Federal Regulation 34 CFR 300.13 restricts DCF and CFC from signing in lieu of parent.

e. "Homeless individual/student/person" under 42 USC §11302 of the McKinney-Vento Act, includes individuals who lacks a fixed, regular, and adequate nighttime residence and individuals who have a primary nighttime residence that is—

- (a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
- (b) an institution that provides a temporary residence for individuals intended to be institutionalized; or
- (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

## **ARTICLE 2 – SPECIAL CONDITIONS**

**2.01 Term of Agreement.** Unless terminated earlier pursuant to Section 3.04 of this Agreement the term of this Agreement shall commence on June 22, 2011 and conclude on June 30, 2013.

**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, each party agrees to participate in the community alliance operating in Palm Beach County.

**2.05 Agency Collaboration.** In order to support continued collaboration, the local interagency team agree to meet as the Local Interagency Collaboration Team, 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;
- b) make recommendations to the Superintendent of Schools, the Circuit Administrator of DCF, the Area Administrator for APD, the Chief Probation Officer of DJJ, the CEO of CFC, Inc., and the President/CEO of Workforce Alliance, and the state interagency team, regarding procedures, processes, guidelines and policies as they impact children known to the department;
- c) define and establish communication protocols, identify responsible staff, and facilitate prompt and substantive information sharing and communication between the Parties; and
- d) ensure staff of Child and Family Connections shall have completed Level 2 background checks as documented via the Child and Family Connections' Identification Badge. (The person identified on this badge is a foster care case manager having met Level 2 background screening requirements.)

**2.06 The School Board of Palm Beach County agrees to:**

- a) designate a School District Liaison as a single point of contact for the parties and provide a Court Liaison for dependency hearings, maintain a current roster of school principals, School Based Team leaders and Dependency Contact on the district's website, and, promote the provision of training and staff development related to the implementation of this Agreement to increase standardization of the processes;
- b) provide the Student Academic Profile to the CFC dependency case manager with appropriate releases (PBSC 0313) or court order at the end of each grading period; attendance and discipline data, upon request; and contribute available student data, upon request, to the Comprehensive Behavioral Health Assessment (CBHA) and preliminary behavioral health screenings;
- c) conduct School Based Team meetings for youth with academic and/or behavioral issues as part of early intervention plan for youth in accordance with an established school schedule; and, support the academic achievement and social/emotional needs in accordance with the School Based Team process, the Response to Intervention practice and Individuals with Disabilities Education Act (IDEA), and Section 504 of the American with Disabilities Act (ADA) regulations; and, ensure all youth covered by this Agreement shall have access to school based services that are reasonably necessary to meet the needs of youth and support academic success including approved agencies with cooperative agreements ([www.palmbeachschools.org/preventioncenter/](http://www.palmbeachschools.org/preventioncenter/)) and ([www.palmbeachschools.org/sc/K12schoolcounseling.asp](http://www.palmbeachschools.org/sc/K12schoolcounseling.asp)) and promote and develop strategies for providing

ongoing guidance support for children known to the department to ensure that they are aware of post-secondary options;

d) participate in the planning for the transition of children with disabilities and planning for youth involved in the CFC Independent Living Program (IL) as proscribed by state and federal statutes in accordance with the ESE Transition Services protocol ([www.palmbeachschools.org/eSE/TransitionServices.asp](http://www.palmbeachschools.org/eSE/TransitionServices.asp)), and, collaborate with CFC to conduct a comprehensive educational review/staffing of children in out of home care upon turning thirteen years of age to identify strengths, needs and interventions in order to maximize educational achievement and secondary and post-secondary planning and services; and, share with Workforce Alliance a copy of the student's IEP (with appropriate releases- PBS0 0313) to facilitate coordination of IL and transition services;

e) provide training opportunities for foster parents on educational issues to support their role in the educational life of the foster care child, to include the value of 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 collaborate in the development of training for potential surrogate parents as determined by the SBPBC Exceptional Student Education Department. The training will include eligibility, IEP and placement processes for students with disabilities. Additionally CFC shall provide training on how the ability to learn is affected by abuse, abandonment, neglect and removal from the home;

(1) the Parties shall develop and promote an integrated training calendar for Surrogate Parents and shall post such on their respective websites. Guardians Ad Litem and foster parents may attend Surrogate Parent training offered by the SBPBC. Guardians Ad Litem who successfully complete Surrogate Parent training may be given priority for appointment to youth to whose case they are assigned;

(2) the School Board shall develop and provide training opportunities to all parties to this Agreement regarding education. The training components shall include the processes and activities related to implementation of this Agreement and the training manual. A training calendar for all Parties to this Agreement shall be posted all on their websites.

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

g) protect the rights of students and parents 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 20 USC section 1232g, an educational agency or institution has up to 45 days in which to comply with parental request to review or inspect student records however, State law mandates compliance within 30 days;

h) 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 section 1002.22, Florida Statutes, relevant information relative to the students known to the department as would be pertinent to their educational growth, including post secondary pursuits, job training, employment, and other benefit; and acknowledge 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 or court order does not abrogate the confidentiality of the records as to other non-designated parties;

i) ensure that information obtained from the Parties will be disseminated only to appropriate SBPBC personnel;

j) provide student transportation to continue education in the school of origin, if requested, as consistent with statutory obligations under McKinney-Vento. Children Awaiting Placement are considered homeless under the McKinney-Vento Act and are entitled to transportation consistent with such Act. The obligation to provide transportation ceases upon placement pursuant to an Order of Adjudication of Dependency and Disposition Order. However, the School Board, in its discretion, may consider providing transportation consistent

with the best interest of the child, until the end of the grading period during which the Disposition Order was entered. Such discretion shall be exercised by the School Board or its designee in accordance with School District policy.

Within three (3) business days of receipt, approval or denial of request for McKinney-Vento transportation shall be determined by the District/Liaison/designee, and reported to the assigned Dependency Case Manager. Approved requests for McKinney-Vento transportation will then be forwarded to the Transportation Department for initiation of Transportation Services with ten (10) business days of receipt. When transportation cannot be met through traditional school bus transportation services, students will be provided with passes for Palm Tran and/or TriRail, including passes for caregivers when necessary. For students with an Individual Education Plan (IEP), the plan will be used to determine suitability for such transportation services in conjunction with the IEP Team.

For children known to the department who are not eligible for services under the McKinney –Vento Act, as provided above, the School Board will determine whether transportation is available when such transportation will avoid a change in school assignment due to a change in residential placement. Recognizing that continued enrollment in the same school throughout the time the child known to the department is in out-of-home care is preferable unless enrollment in the same school would be unsafe or otherwise impractical, the department and the district school board shall assess the availability of federal, charitable, or grant funding for such transportation, as required by Section 39.0016(2)(b)2 c, Florida Statutes, and

k) provide the Parties an updated list of the available services at each quarterly convening of the Local Interagency Collaboration Team; and

**2.07 Child and Family Connections/DCF agrees to:**

a) provide the SBPBC Education Liaison and the SBPBC Building Principal/designee a copy of Palm Beach County Foster Care School Registration Form at initial registration and any subsequent change in dependency case manager or placement change within 72 hours subsequent to this change or if an educational surrogate is needed. 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/or information from any other court order that may be relevant to the youth's educational program or setting (Attachment 1);

b) 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 DJJ, and Workforce Alliance to provide to DCF and CFC the educational and job training records for children known to the department;

c) ensure that upon proper release that the current psychological and/or psychiatric evaluation of the youth obtained by DCF or CFC and related to educational needs of the youth shall be provided to the assigned SBPBC Education Liaison, DJJ Liaison, and APD Liaison, who in turn shall ensure that the information is considered in determining the educational, habilitation, job training and employment services required to meet the needs of youth;

d) ensure that information obtained from the Parties will be disseminated only to appropriate DCF/CFC personnel and will carry a warning, regarding the liability, confidentiality and control over additional dissemination;

e) retain the responsibility to coordinate temporary transportation for students to and from school during the time that SBPBC determines eligibility for transportation is being reviewed, or provide transportation with reimbursement at the approved rate;

f) provide transportation, as needed, for youth not eligible for transportation by SBPBC and shall address ongoing transportation needs on a case-by-case basis for youth deemed ineligible for McKinney-Vento by SBPBC who are not under an active eligibility appeal;



g) protocol for notification and collaboration amongst the Parties for the case planning for a child both at the time of dependency plan development and subsequent reviews will be developed by the Local Interagency Collaboration Team by July 1, 2011;

h) review procedures to place students in shelter and foster care homes within or closest to their home school boundaries to facilitate stabilization of school placements;

i) safeguard 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;

j) promote the practice of changing schools during vacations or other logical breaks to minimize disruption of educational services;

k) collaborate with SBPBC to conduct a comprehensive educational review/staffing of children in out of home care upon turning thirteen years of age to identify strengths, needs and interventions in order to maximize educational achievement and secondary and post-secondary planning and services;

l) maintain a current database of clients and their respective Dependency Case Managers and notify the SBPBC District Liaison, DJJ Chief Probation Officer or designee and APD Eligibility/Court Liaison Supervisor of changes;

m) develop and provide training opportunities to all parties to this agreement regarding education. The training components shall include the processes and activities related to implementation of this Agreement and the training manual. A training calendar for all Parties to this agreement shall be posted all on their website;

n) promote Guardians Ad Litem and foster parents attending surrogate parent training offered by SBPBC; and

o) provide the parties an updated list of the available services at each quarterly convening of the Local Interagency Collaboration Team.

## **2.08 Workforce Alliance agrees to:**

a) provide a description of local referral processes for employment and training services;

b) provide the parties an updated list of the available services at each quarterly convening of the Local Interagency Collaboration Team;

c) distribute information about career awareness opportunities and promote labor market information on jobs in demand at the local level for the appropriate education level of each youth;

d) collaborate with the parties to establish strategies for coordination of the various funding sources and services regarding employment and training;

e) shall develop and provide training opportunities to all parties to this agreement regarding services related to employment. The training components shall include the processes and activities related to implementation of this Agreement and the training manual. A training calendar for all Parties to this agreement shall be posted all on their website; and

f) explore opportunities with the Parties on ways to improve and expand the DCF Operation Full Employment initiative.

All services listed above can be found via the internet at [www.pbcalliance.com](http://www.pbcalliance.com). Workforce Alliance shall support the interagency agreement by participating in sustained dialogue to improve programs, services and outcomes for at-risk youth by integrating complementary services, identifying duplicative efforts, gaps in services, and resource alignment.

## **2.09 The Department of Juvenile Justice agrees to:**

- a) provide a current list of clients and their respective Juvenile Probation Officers and shall transmit the updated information to CFC liaison, CFC dependency case manager and SBPBC district liaison;
- b) share DJJ comprehensive evaluation and assessments with the CFC liaison, CFC dependency case manager and the SBPBC district liaison upon request;
- c) participate in joint case staffing or planning session to share case information and/or identify strategies to enhance school safety;
- d) participate in joint planning with SBPBC DJJ school-specific contact, CFC personnel to eliminate duplication of services and identify gaps in services to at risk and delinquent youth;
- e) ensure that information obtained from the Parties will be disseminated only to appropriate DJJ personnel and will carry a warning, regarding the liability, confidentiality and control over additional dissemination;
- f) provide the parties an updated list of the available services at each quarterly convening of the Local Interagency Collaboration Team; and
- g) shall develop and provide training opportunities to all parties to this agreement regarding delinquency and intervention services. The training components shall include the processes and activities related to implementation of this Agreement and the training manual. A training calendar for all Parties to this agreement shall be posted all on their website.

**2.10 The Agency for Persons with Disabilities governed by Florida Statute 393 agrees to:**

- a) collaborate with the partners to support youth with developmental disabilities in living, learning and working in their communities;
- b) provide a description of local referral processes for services;
- c) ensure that a youth who has or might have a developmental disability or their authorized representative may apply for services at any time by contacting the Agency for Persons with Disabilities in their area;
- d) provide the parties an updated list of the available services at each quarterly convening of the Local Interagency Collaboration Team;
- e) provide updates to the CFC liaison of the current status of youth served by CFC who are active APD recipients and referred individuals;
- f) shall develop and provide training opportunities to all parties to this agreement regarding the eligibility process, supports and services. The training components shall include the processes and activities related to implementation of this Agreement and the training manual. A training calendar for all Parties to this agreement shall be posted all on their website; and
- g) ensure that information obtained from the Parties will be disseminated only to appropriate APD personnel and will carry a warning, regarding the liability, confidentiality and control over additional dissemination.

**2.11 The Early Learning Coalition agrees to:**

- a) work to determine the needs of young children in the community;
- b) administer funding for the school readiness program which provides assistance for low-to-moderate income working families by paying a portion of the child care costs;
- c) develop, plan, and work in collaboration with community partners to ensure children are ready for school;
- d) Prioritize at-risk children referred by the Department of Children and Families' protective services investigators for the school readiness program;
- e) Oversee Florida's free Voluntary Pre-Kindergarten (VPK) program, which serves over 10,000 children in Palm Beach County; and

- f) Evaluate the quality of early childhood services.

## **2.12 Agency Designees.**

The Parties agree that:

- a) SBPBC'S designee for the purpose of administering this Agreement shall be the Superintendent of Schools, who may assign a designated administrator for the purpose of monitoring this Agreement;
- b) DCF designee for the purpose of executing and administering this Agreement shall be the Southeast Regional Director, who may assign a designated administrator for the purpose of monitoring this Agreement;
- c) CFC designee for the purpose of executing and administering this Agreement shall be the CEO, who may assign a designated administrator for the purpose of monitoring this Agreement;
- d) ELC's designee for the purpose of executing and administering this Agreement shall be Warren Eldridge, Executive Director;
- e) Workforce Alliance'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.
- f) APD's designee for the purpose of executing and administering this Agreement shall be the Area 9 Administrator who may assign a designated administrator for the purpose of monitoring this Agreement.
- g) DJJ's designee for the purpose of executing and administering this Agreement shall be the Chief Probation Officer, who may assign a designated administrator for the purpose of monitoring this Agreement.

## **2.13 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 local agency staff; if unsuccessful then,
- b) Step 2 is resolution of the dispute at the Local Interagency Collaboration Team agency level; if unsuccessful then,
- c) Step 3 is resolution of the dispute among the local agency heads, i.e., SBPBC Superintendent of Schools, the Circuit 15 DCF Administrator, the CFC CEO, the Circuit 15 DJJ Chief Probation Officer, the Area 9 APD Administrator and the Workforce Alliance President/CEO, or their designees.

## **2.134 Indemnification.**

- a) By SBPBC: SBPBC 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 to extent permitted by Florida law and to limit set forth in Section 768.28, Florida Statutes and nothing herein is intended to serve as a waiver of sovereign immunity or as a consent to be used by third persons in any matter arising out of this Agreement.
- b) By DCF: DCF 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.
- c) By CFC: CFC agrees to indemnify, hold harmless and defend SBPBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBPBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by CFC, its agents, servants or employees; the equipment of CFC, its agents, servants or employees while such equipment is on premises owned or controlled by SBPBC; or the negligence of

CFC or the negligence of CFC agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBPBC's property, and injury or death of any person whether employed by CFC, SBPBC or otherwise.

d) By Workforce Alliance: Workforce Alliance agrees to be fully responsible for its acts of negligence or its employee's and agent's acts of negligence when acting within the scope of their employment or agency and agrees to be liable for any damages resulting from said negligence. Workforce Alliance is subject to Section 768.28, Florida Statutes, and nothing herein is intended to serve as a waiver of sovereign immunity or as a consent to be used by third persons in any matter arising out of this Agreement.

e) By APD: Agency for Persons with Disabilities 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.

f) By DJJ: the Department of Juvenile Justice 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.

g) By ELC: ELC 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 herein 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, or disability. SBPBC, CFC and Workforce Alliance shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of sexual orientation.

**3.04 Termination.** This Agreement may be canceled by any of the Parties with or 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 advice 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 express 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 Laws.** 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 Florida having appropriate jurisdiction.

**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. There shall be no partial assignments of this agreement including, without limitation, the partial assignment of any right to receive payments from SBPBC.

**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 any party, and which cannot be overcome by reasonable diligence and without unusual expense. In no event shall a lack of funds on the part of any party be deemed Force Majeure.

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

**3.16 Severability.** In case any one 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 affect 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                      William C. Malone, Acting Superintendent of Schools  
The School District of Palm Beach County, Florida  
3330 Forest Hill Boulevard  
West Palm Beach, Florida 33406

With a Copy to:                      Kim C. Williams, Assistant Director of Student Intervention Services  
The School District of Palm Beach County, Florida  
505 South Congress Avenue  
Boynton Beach, Florida 33426

To: DCF                                      Perry I. Borman, Southeast Regional Director  
Department of Children and Families,  
111 South Sapodilla Avenue  
West Palm Beach, Florida 33401

With a Copy to:                      Colleen Farnsworth, Circuit Legal Counsel  
111 S. Sapodilla Ave.  
West Palm Beach, Florida 33401

To: CFC                                      Judith Karim, Chief Executive Officer  
Child and Family Connection's, Inc.  
4100 Okeechobee Boulevard  
West Palm Beach, Florida 33409

With a Copy to:                      Toby Pina, Chief Operating Officer  
Child and Family Connections, Inc.  
4100 Okeechobee Boulevard  
West Palm Beach, Florida 33409

To: Workforce Alliance              Kathryn Schmidt, President/CEO  
Workforce Alliance,  
1951 North Military Trail, Suite D  
West Palm Beach, Florida 33409

With a copy to:                      Ike Powell, Director of Programs  
Workforce Alliance, Suite D

1951 North Military Trail,  
West Palm Beach, Florida 33409

To: APD Gerard C. Driscoll, Area 9 Administrator  
Agency for Persons with Disabilities  
111 S. Sapodilla Ave. Suite 204  
West Palm Beach, Florida 33401

With a copy to: Percy Mallison,  
Agency for Persons with Disabilities  
4030 Esplanade Way, Suite 380  
Tallahassee, Florida 32999

To DJJ: Feirmon Johnson, Chief Probation Officer  
Department of Juvenile Justice  
3400 Belvedere Road  
West Palm Beach, Florida 33406

With a Copy to: Jennifer Parker, Legal Counsel  
Department of Juvenile Justice  
2737 Centerview Drive  
Tallahassee, Florida 32399

To ELC: Warren Eldgridge, Executive Director  
Early Learning Coalition of Palm Beach County  
2300 High Ridge, Boynton Beach, FL 33426

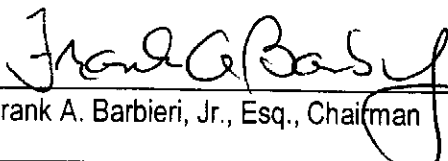
With Copy to: Christie Young  
Early Learning Coalition of Palm Beach County  
2300 High Ridge, Boynton Beach, FL 33426

**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 full 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 have caused their hand to be set to this Agreement by their respective authorized officials thereto.

**SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**

  
Frank A. Barbieri, Jr., Esq., Chairman

5/24/11  
Date

*W. F. Malone*

William F. Malone, Acting Superintendent of Schools

5/26/11  
Date

**DEPARTMENT OF CHILDREN AND FAMILIES**

*Perry Borman*

Perry I. Borman, Southeast Regional Director

6/7/11  
Date

**CHILD AND FAMILY CONNECTION'S, INC.**

*Judith Karim*

Judith Karim, Chief Executive Officer

6/20/11  
Date

**WORKFORCE ALLIANCE**

*Kathryn Schmidt*

Kathryn Schmidt, President/CEO

6/22/11  
Date

**AGENCY FOR PERSONS WITH DISABILITIES**

*Gerard C. Driscoll*

Gerard C. Driscoll, Area 9 Administrator

6/17/11  
Date

**DEPARTMENT OF JUVENILE JUSTICE**

*Feirmon Johnson*

Feirmon Johnson, Chief Probation Officer

6/17/11  
Date

**EARLY LEARNING COALITION OF PALM BEACH COUNTY, FLORIDA**





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Warren Eldridge, Executive Director

5.17.11  
Date