

INTERAGENCY AGREEMENT
Between
JEWISH FAMILY & CHILDREN'S SERVICE
OF SARASOTA-MANATEE, INC.
And
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

This Agreement entered into this _____ day of _____, 2009, effective July 1, 2009, by and between the Jewish Family & Children's Service of Sarasota-Manatee, Inc., 2688 Fruitville Road, Sarasota Florida 34237, hereinafter referred to as Jewish Family & Children's Service or "JFCS" and The School Board of Sarasota County Florida, 1960 Landings Boulevard, Sarasota, Florida 34231, hereinafter referred to as the "School Board."

PURPOSE

The purpose of this Agreement is to delineate the relationship and responsibilities shared by JFCS and the School Board regarding services provided to students at McIntosh Middle School, Heron Creek Middle School and Emma E. Booker Elementary School under the Challenge to Change/Safe Alternative to Out of School Suspension Program (CTC). The Challenge to Change/Safe Alternative to Out of School Suspension program was designed to meet the needs of students who would otherwise be facing suspension for numerous, sequential behavioral referrals or serving their suspension time outside of school. It is an intensive therapeutic program, which incorporates school supportive services-to-at-risk youth ages 5-15. Services provided include, but are not limited to: individual therapy, family therapy, case management, group therapy, education, academic tutoring and parenting training.

RESPONSIBILITIES:

The School Board shall:

1. Share pertinent information on student referrals (statistics, school history, academic history) upon receiving appropriate written parental consent;
2. Attend staffings on referred students, students who may be eligible for referral and those students who complete the CTC program;
3. Provide office space, telephone, and use of a computer for JFCS/CTC staff;
4. Provide tutoring and academic materials (books, paper) for CTC students;
5. Provide faculty/staff to assist with tutoring and the community service programs;

The JFCS shall:

1. Provide the program clinical and administrative staff;
2. Provide tolerance, drug and alcohol prevention and anger management training in compliance with program guidelines and School Board Policies;

3. Provide appropriate assessment, case coordination treatment planning services;
4. Provide individual and group therapy;
5. Provide in-home consultations/assessments with parents/caregivers, as needed;
6. Coordinate community service programs and oversee services provided directly to CTC program youth and their parents/families by approved collaborative partners including the Department of Juvenile Justice, the Sarasota Coalition on Substance Abuse, the Sarasota County Sheriff's Department, Safe Place and Rape Crisis Center, and the YMCA Children, Youth and Family Services, Inc.;
7. Attend school staffings and maintain contact with School Board personnel including School Resource Officers, teachers, guidance counselors, and school administrators as appropriate;
8. Make appropriate referrals to other community agencies, as indicated;
9. Provide and monitor outcome measures as outlined in the grants and share outcomes with school administrative staff.
10. Assure that all volunteers, employees or agents who will be present on school grounds are fingerprinted and have their backgrounds checked as provided by Florida law. JFCS will furnish the results of all background checks to the School Board before any of its volunteers, employees or agents will be permitted on school grounds while students are present. JFCS will further immediately furnish to the School Board any notifications of arrests it receives with respect to volunteers, employees or agents who are present on school grounds. JFCS will bear the cost of the fingerprinting/background checks. The School Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the School Board pursuant to Florida law. Like other visitors to school grounds, JFCS volunteers, employees or agents will also be subject to RAPTOR screening on school campuses.
11. Hold harmless, indemnify, and defend the School Board, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit, loss, cost expense or damage, which may be asserted, claimed or recovered against or from the School Board, its agents or employees, in their official or individual capacity by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied. Nothing herein shall be construed as a waiver of the School Board's sovereign immunity beyond the statutory waiver as the same may be amended from time to time.
12. During the term of this Agreement, JFCS shall maintain public liability and malpractice insurance coverage in at least the following amounts: ONE HUNDRED THOUSAND DOLLARS (\$100,000) per person: TWO HUNDRED THOUSAND (\$200,000) per occurrence with the School Board listed as co-insured. As evidence of such insurance coverage JFCS shall furnish the School Board with a Certificate of Insurance prior to commencing any services under this Agreement.

ADDITIONAL TERMS OF THIS AGREEMENT

1. This Agreement shall be effective as of July 1, 2009, and remain in effect through June 30, 2010. This Agreement may be modified only with the written consent of both parties. Any party hereto may terminate this Agreement at any time without cause upon written notice thirty (30) days in advance of the desired date of cancellation.
2. The relationship between the School Board and JFCS, its employees and agents, shall be that of an independent contractor, and not that of employer/employee or joint ventures.
3. Any notice given or required to be given pursuant to this Agreement shall be hand delivered or mailed, first class postage prepaid, to the Board at: 1960 Landings Boulevard, Sarasota, Florida 34231 and to JFCS at 2688 Fruitville Road, Sarasota, Florida 34237 or at such other address as either party may direct in writing.
4. The sole and exclusive jurisdiction for any action brought pursuant to this Agreement shall be in the County or Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.

By: Rose Chapman, CEO & President
Jewish Family & Children's Service
of Sarasota-Manatee, Inc.

Date

By: Shirley Brown, Vice-Chair
The School Board of Sarasota County, Florida

Date

Approved for Legal Content
September 1, 2009, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH