



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Department of Purchasing
Michael J. Woodall, CPPO, Purchasing Agent
813/794-2221 Fax: 813/794-2111
727/774-2221 TDD: 813/794-2484
352/524-2221 email: mwoodall@pasco.k12.fl.us

March 5, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW/az*

RE: Interagency Agreement
Florida Department of Children and Families, Suncoast Region
Eckerd Alternatives, Inc.
Pasco-Hernando Workforce Board, Inc.
The Florida Agency for Persons with Disabilities, Suncoast Region

The attached interagency agreement between the above-referenced entities is designed to provide educational access for the purpose of facilitating the delivery of services or programs to children who are in foster care. Please reference the attached memo from Ms. Lizette Alexander, Director of Student Services, for further information.

At this time, we respectfully request your approval to enter into the attached interagency agreement with the above-referenced facilities. The services are outlined in the agreement and are attached for your perusal. The interagency agreement will cover the period of March 5, 2013 through June 30, 2013 and will allow the District to meet the requirements outlined in House Bill (HB) 723, Chapter 39, section 39.0016. The agreement was reviewed by the School District's Attorney, Nancy McClain Alfonso on October 30, 2012.

Should you have any questions regarding this matter, please contact Ms. Alexander or me at your earliest convenience.

MJW/dam

Attachments

Date/Time: February 27, 2013 08:36:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Office of Student Support Services and Programs
David H. Chamberlin, Supervisor
813/ 794-2442 Fax: 813/ 794-2120
727/ 774-2442 TDD: 813/ 794-2484
352/ 524-2442

Memo
SS 052A 12/13

Date: March 5, 2013

To: Mike J. Woodall, CPPO, Purchasing Agent

From: David Chamberlin, Supervisor of Student Support Programs and Services
(Social Work) *DH*
Lizette Alexander, Office for Student Support Programs and Services,
Division for Student Services *L/A*

Subject: Interagency Agreement

Please find attached the interagency agreement between the School Board of Pasco County, the Florida Department of Children and Families, Eckerd Community Alternatives, Inc., The Florida Agency for Persons with Disabilities, Suncoast Region and the Pasco-Hernando Workforce Board, Inc. This agreement meets the requirements of Chapter 39, section 39.0016 that among other provisions require an interagency agreement between the Department of Children and Families (DCF) and the Department of Education (DOE) designed to provide educational access for the purpose of facilitating the delivery of services or programs to children who are in foster care.

Our School Board attorney reviewed the agreement on October 30, 2012 and responded to the Department of Children and Families legal counsel's concerns in December 2012. All agency representatives have signed off on the agreement.

At this point I would like to forward this document on to the Superintendent and the School Board for his approval.

Thank you.

DHC/es

INTERAGENCY AGREEMENT

THIS INTERAGENCY AGREEMENT is made and entered into as of the date of execution of the final party to execute by and between

THE DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA
(hereinafter referred to as "DSBPC"), a body corporate and political subdivision of the State of Florida,
whose principal place of business is 7227 Land O' Lakes Boulevard, Land O' Lakes, FL 34638,

and

**THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES,
SUNCOAST REGION**
(hereinafter referred to as "DCF") whose principal place of business is 9393 North Florida Avenue, Tampa,
Florida, 33612,

and

**ECKERD ALTERNATIVES, INC. D/B/A ECKERD COMMUNITY ALTERNATIVES
CBC LEAD AGENCY for PASCO AND PINELLAS COUNTIES**
(hereinafter referred to as "ECA") whose principal place of business is 100 N. Starcrest Drive, Clearwater,
Florida 33765,

and

PASCO-HERNANDO WORKFORCE BOARD, INC.
(hereinafter referred to as "PHWB") whose principal place of business is
3185 Premier Drive, Brooksville, FL 34604,

and

**THE FLORIDA AGENCY FOR PERSONS WITH DISABILITIES,
SUNCOAST REGION**
(Hereinafter referred to as "APD") whose principal place of business is
1313 North Tampa Street, Suite 515, Tampa, Florida 33602,

collectively hereinafter referred to as the "Parties".

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

WHEREAS, DCF is the local agency to provide, through ECA the full range of foster care services under Florida Statutes and Administrative Rules; and

WHEREAS, ECA is a private, not for profit agency and an independent contractor pursuant to Section 409.1671, Florida Statutes (F.S.), providing services on behalf of DCF by providing the full range of foster care services through the ECA; and

WHEREAS, PHWB is a local agency providing career development training and employment services; and

WHEREAS, APD serves as the designated agency for purposes of providing support to individuals, in this case children, youth, and young adults with developmental disabilities in living, learning and working in their communities. APD provides critical services and supports to eligible children and

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AND APPROVED:

Michael J. Woodall Jr.
2/20/13

youth with developmental disabilities to assist that youth in reaching their full potential as they mature in to adult life; and

WHEREAS, The Parties acknowledge that educational stabilization and educational progress are important to the children in ECA care; and

WHEREAS, DCF and ECA will continue to notify the DSBPC 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 children have been placed by ECA or by order of the court with a foster family or group home, licensed residential child care institution or any combination thereof; and

WHEREAS, the DSBPC believes that children in foster care may be "at risk" due to the disruption in their lives and therefore, they may require services including, but not limited to, those defined by Section 1003.53, F. S., 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 parties may, in accordance with Section 1003.53(6), F.S., share information regarding 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 DSBPC 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;

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 - DEFINITIONS

2.01 "Children known to the Department" means children who are found to be dependent or children in shelter care.

2.02 "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.

2.03 "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").

ARTICLE 3 - SPECIAL CONDITIONS

3.01 Term. This Agreement will be in effect from the date of execution of the final party to execute, and shall continue through June 30, 2013.

CONTRACT REVIEWED
AND APPROVED:

Michael J. Woodell/jr
2/20/13

3.02 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.

3.03 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.

3.04 Community Alliance. In order to further improve the delivery of educational programs and other services to students in foster care, each party agrees to participate in the community alliance, operating in Pasco County.

3.05 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;
- b) make recommendations to the Superintendent of Schools, the DCF SCR Director, the President of PHWB, APD Administrator, and the ECA President regarding procedures, processes, guidelines and policies as they impact 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.

3.06 Staff Development. Each party agrees to:

- a) jointly update guidelines which affect each agency;
- b) provide staff development related to the implementation of this Agreement through scheduled update sessions with school social workers, the teen court representative and case managers to increase institutionalization of the processes;
- c) collaborate and train foster parents on educational issues to support their role in the educational life of the foster care child; and
- d) work in cooperation with private and public entities that contract with the DCF and ECA to provide foster care services. These efforts will include training for Guardians and Attorneys Ad Litem, and the Child Welfare Legal Service Attorneys or States Attorney or the Attorney General's Office on educational issues.

3.07 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 20 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, F. S., 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 status, 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. Under no circumstances shall a person have access to a child's information that is not consistent with Chapter 39 F.S.

3.08 Sharing of Information. 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, and Sections 163.64, 1002.22, and 1003.53(6) F. S., relevant information relative to the students in foster care, as would be pertinent to their educational growth and other benefit;

b) that it may be necessary to restrict information sharing due to statutory prohibitions. It is understood that the sharing of psychological evaluations with parental or custodial consent does not abrogate the confidentiality of the evaluation 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) ECA 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 to provide to DCF and ECA the educational records for children in foster care;

e) ECA shall provide to the Superintendent of Schools or her designee an updated monthly electronic list of children in foster care residing in licensed settings in order to confirm the identity of the youth who are actively enrolled in school and their location.

f) ECA shall maintain a current database of clients and their respective case managers and shall notify the DSBPC Liaisons of changes. DCF and ECA will continue to input data into the Florida Safe Families Network (FSFN) system if applicable;

g) DSBPC shall continue to provide access to the Free and Reduced Lunch Program upon notification of a child's change of status.

h) DSBPC shall provide information as allowed by law, on youth attendance for a child residing in licensed settings to the ECA case manager upon request in order to support continued school attendance and agency collaboration;

i) DSBPC shall provide to ECA a transcript of the annual academic record during the period in which child is in care;

j) DSBPC shall provide notice to ECA's case management staff when district mandated parental correspondence is released so that Child Advocates can be involved to promote school success;

k) ECA 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;

l) ECA shall ensure that the Foster Care School Registration Form and its attachments are provided to the DSBPC 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 DSBPC with a revised Foster Care School Registration Form so that the school has accurate contact information;

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

n) ECA shall ensure that current psychological/psychiatric evaluations that were purchased by DCF or ECA or its contracted agents shall be provided to the DSBPC foster care designee, upon specific request by said designee, who in turn will meet with the school-based ESE Specialist to determine 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.

3.09 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;

b) ECA shall attempt to place students in foster care homes within or closest to their home school boundaries to facilitate stabilization of school placements;

c) DSBPC 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. Requests for transportation shall be handled using the DSBPC policy pertaining to transportation. The DSBPC Liaison, upon confirmation by the DSBPC Transportation Department, will provide the notice; and

d) ECA retains the responsibility to coordinate temporary transportation for students to and from school during the time that DSBPC transportation is being arranged.

3.10 Opening and Closing of Licensed Residential Programs. ECA shall provide written notice of at least 90 days to the DSBPC when it plans to open or close a group residential program in order to allow lead time for program and resource planning.

3.11 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. Various regulations restrict DCF and ECA from signing in lieu of parent.

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

3.13 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, or on other grounds as identified in federal and/or state law as amended from time to time. If there are more than five 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 parental 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).

3.14 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).

3.15 Training for Surrogate Parents:

- a) DSBPC 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 abuse and neglect on said student's education; and
- b) Guardians Ad Litem and foster parents may attend surrogate parent training offered by the DSBPC. Guardians Ad Litem who successfully complete Surrogate Parent training may be given priority for appointment to youth to whose case they are assigned.

3.16 **Training for Other Interested Parties.** DSBPC, ECA, PHWB and DCF recognize the importance of training and sharing information about a child's education with other interested parties including biological parents where reunification is the goal and pre-adoptive parents. DSBPC will share information on existing training opportunities with ECA; ECA will inform interested parties of these opportunities.

3.17 **Psycho-educational and Psychological Assessments:**

a) DCF and ECA, to the extent feasible, shall require contracted agencies and individuals performing psycho-educational assessments of children in foster care to use evaluation instruments and procedures that are consistent with the DSBPC requirements; and

b) DSBPC agrees to consider assessments of students in foster care completed by DCF and ECA contracted agencies and individuals when they are consistent with evaluation instruments and procedures established by DSBPC

3.18 **Early Intervention.** DSBPC and ECA shall collaborate to develop and implement protocols for identifying preschool age children who may qualify for Part C of IDEA early intervention services.

3.19 **Independent Living (IL).** The DSBPC, ECA and PHWB agree to continue to develop and implement collaborative programming for youth 13 years of age and older to include an educational and career path. The collaboration will work to align with state educational requirements that each student have a completed personalized academic and career plan (IL youth and their case manager will be provided information with regard to the required courses and/or grades required to achieve their chosen goals.) ECA will make Case Management staff available to participate in DSBPC process designed to complete the student's academic and career plan; as well as the yearly updates. DSBPC shall make available, access to career planning and course information regarding the student to IL staff through the student's completion of an electronic personal education plan. This plan will integrate IL goals so that the foster care youth have more flexibility in meeting the IL requirements.

3.20 **Background Check.** All employees, appointees or agents who come into contact with students shall first submit to and clear a background check in a manner prescribed by Sections 435.04 and 1012.465, F.S.

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

a) The DSBPC'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 purposes of monitoring compliance and educational program administration;

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

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

d) The PHWB designee for the purpose of executing the administering this Agreement shall be the President, who may assign a designated administrator for the purpose of monitoring compliance with this agreement.

3.22 **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; and if unsuccessful then,

b) Step 2 is resolution of the dispute between the district agency heads, i.e., the Superintendent of Schools and the DCF SCR Director and the President of PHWB, APD Administrator and the President of ECA.

CONTRACT REVIEWED
AND APPROVED:

Michael J. Woodell Jr.
2/20/13

3.23 **Evaluation.** Each party agrees to participate in evaluations conducted by the Parties to determine the effectiveness of the Agreement and to make recommendations for future enhancements that may benefit the foster care youth of Pasco County.

3.24 **Indemnification.** Subject to the limitations of Section 768.28, F.S., as amended from time to time, 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.

3.25 **Pre-Conditions.** All parties acknowledge and agree that their performance under this agreement is contingent upon the full execution of a service provision contract between DCF or SCR and ECA.

ARTICLE 4 – GENERAL CONDITIONS

4.01 **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.

4.02 **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.

4.03 **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.

4.04 **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.

4.05 **Records.** Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, F.S., 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, F. S., regarding child abuse records and applicable sections of the Health Insurance Portability and Accountability Act (HIPAA).

4.06 **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.

4.07 **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.

4.08 **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(s).

4.09 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.

4.10 Compliance with Laws. Each party shall comply, at its own cost, with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement including but not limited to student records laws, IDEA, and the Florida Jessica Lundsford Act.

4.11 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 Sixth Judicial Circuit in Pasco County, Florida.

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

4.13 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.

4.14 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.

4.15 Place of Performance. All obligations of DSBPC under the terms of this Agreement are reasonably capable of being performed in Pasco County, Florida and shall be payable and performable in Pasco County, Florida.

4.16 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 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.

4.17 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:

Superintendent
7227 Land O' Lakes Blvd.
Land O' Lakes, Florida. 34638

With a Copy to:

Supervisor of Student Services
7227 Land O' Lakes Blvd.
Land O' Lakes, Florida. 34638

DCF: Suncoast Region Director
9393 North Florida Avenue
Tampa, Florida 33612

ECA: Director of Contracts
Eckerd Community Alternatives
100 N. Starcrest Drive
Clearwater, Florida 33765

PHWB: President
Pasco-Hernando Workforce Board, Inc.
P.O.Box 15790
3185 Premier Dr.
Brooksville, Florida 34604

APD: SunCoast Area Administrator
1313 N. Tampa St., Suite 515
Tampa, Florida 33602

4.18 **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.

4.19 **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.

CONTRACT REVIEWED
AND APPROVED:
Michael J. Woodall Jr
2/20/13

IN WITNESS WHEREOF, the parties hereto have hereunto set their signatures.

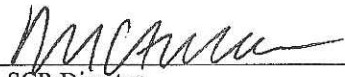
FOR: SCHOOL BOARD OF PASCO COUNTY, FLORIDA

BY: _____
Superintendent

Approved as to form:

School Board Attorney's Office


FOR: DEPARTMENT OF CHILDREN AND FAMILIES.

BY: 
SCR Director

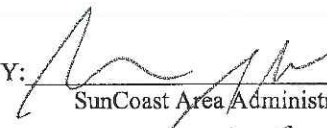
FOR: ECKERD YOUTH ALTERNATIVES, INC.

BY: 
Chief Operating Officer *Controller*

**FOR: PASCO-HERNANDO JOBS AND-
EDUCATION PATRNSHIP REGIONAL
BOARD, INC. PHWB**

BY: 
President

**FLORIDA AGENCY FOR PERSONS WITH
DISABILITIES, SUNCOAST REGION**

BY: 
SunCoast Area Administrator
Regional Manager

Board Chairperson

 2/20/13
Signature Date

Michael J. Woodall, CPPO, Purchasing Agent
District School Board of Pasco County