

AGREEMENT

THIS AGREEMENT is made and entered into as of this 22nd day of July, 2014, 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

FLORIDA INTERNATIONAL UNIVERSITY, BOARD OF TRUSTEES,

(hereinafter referred to as "THE UNIVERSITY"),

whose principal place of business is

11200 Southwest 8th Street

Miami, FL 33174

WHEREAS, THE UNIVERSITY desires the students enrolled in its Graduate Social Work Program (herein referred to as the "STUDENTS") to obtain clinical social work experience at the SBBC; and

WHEREAS, the SBBC is willing to provide the necessary facilities for such clinical social work experience,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, 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.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on August 5, 2014 and conclude on August 4, 2015.

2.02 **THE UNIVERSITY WILL**

- a. Request assignment of STUDENTS approximately thirty (30) days prior to the beginning of each period of fieldwork placement. The request will specify the

dates and length of training. The SBBC reserves the right to determine the number of STUDENTS accepted each quarter for fieldwork placement.

- b. Not discriminate against any STUDENT, employee, or applicant, for employment or registration in a course of study because of race, color, creed, age, disability, sex or national origin.
- c. Inform STUDENTS that they will be responsible for the payment of any transportation to an Emergency Room if they become ill or injured on assignment. Further inform STUDENTS that they must assume responsibility for their own medical care and hospitalization.
- d. Appoint an administrative faculty member for the School's Office of Field Instruction who will serve as advisor to the STUDENT and as consultant to the SBBC, as needed.
- e. Will try to develop elective course in "School Social Work Practice: Theory and Issues" or its equivalent to form a frame of reference for this as a specialty area.

2.03 THE SBBC WILL

- a. Provide, insofar as possible, appropriate social work experiences within the specified period of placement. The STUDENT will participate, under supervision, in direct services to clients in schools or in home settings, and will be offered the opportunity to learn agency functions, community resources, and attend agency staff meetings and case conferences.
- b. Provide necessary orientation, administrative guides and procedures, office space (as available) and other material deemed essential to the conduct of the work experience.
- c. Maintain administrative and professional clinical supervision of STUDENTS insofar as their presence affects the operation of the SBBC, and/or the direct or indirect care of clients.
- d. Not discriminate against any STUDENT, employee, or applicant for employment or registration in the course of study because of race, color, creed, age, disability, sex or national origin.
- e. Permit student to request mileage reimbursement for home visits authorized by the field instructor and department/program administrator.

2.04 THE SBBC AND THE UNIVERSITY WILL

- a. Develop acceptable schedules and work assignments that will not interfere with the primary mission of the SBBC.

- b. Conduct an annual review of programs and policies.
- c. Reserve the right to withhold placement of STUDENTS during the planned period of field placement depending upon changes within the UNIVERSITY'S School of Social Work or SBBC, which would appear to present inadequate learning situations.
- d. Acquaint the STUDENTS with policies and standards and rules and regulations of the SBBC. In the event of any inappropriate actions taken by the STUDENTS, the SBBC will notify the appropriate UNIVERSITY in order that appropriate action may be taken by such UNIVERSITY.
- e. Reserve the right to refuse or discontinue the availability of its facilities and services to any STUDENT who does not continuously meet the professional or other requirements, qualifications, and standards of the SBBC or any appropriate authority controlling and directing SBBC.

2.05 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 place 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 places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Dr. Laurel E. Thompson, Director, Student Services 1400 NW 14 th Court, Fort Lauderdale, FL 33311
To THE UNIVERSITY:	Gil, Andres Vice President for Sponsored Research 11200 Southwest 8th Street, Miami, FL 33174
With a Copy to:	Jennifer Abelioff, Director of Field Education 11200 Southwest 8th Street, Miami, FL 33174

2.07 **Background Screening:** THE UNIVERSITY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of THE

UNIVERSITY or its personnel providing any services under the conditions described in the previous sentence. THE STUDENTS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to THE UNIVERSITY and its personnel. The parties agree that the failure of THE UNIVERSITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

2.08 **Assumption of Responsibility.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

Each party agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, 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 herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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 matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, or agents.

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

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, any STUDENTS enrolled in the clinical training program at SBBC will be permitted to complete the program for a period not to exceed six (6) months.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Public 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 for non-compliance with that law.

3.08 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, each party shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records.

3.09 **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.

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

3.11 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.

3.14 **Entirety of 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.

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

3.16 **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.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, 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 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **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 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.

3.21 **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.

3.22 **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 unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither 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 commotions, 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 ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, assumption of responsibility obligations, and obligations to maintain the confidentiality of records, and reporting requirements, shall survive the termination of this Agreement.

3.25 **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 hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

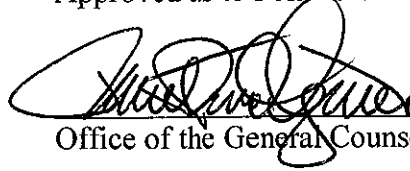
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Robert W. Runcie, Superintendent of
Schools

Approved as to Form and Legal Content:

 06/24/14
Office of the General Counsel

FOR THE UNIVERSITY

(Corporate Seal)

Florida International University Board of Trustees

ATTEST:

By Tonya Moore

_____, Secretary

-or-

Georgette Oyano

Witness

[Signature]

Witness

Approved as to form and legality

Andrew B. Eisman

Andrew B. Eisman

Associate General Counsel

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

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 20 day of May, 2014 by Tonya Moore of FIU, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:

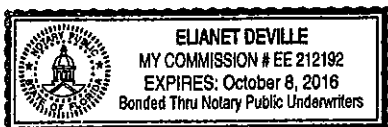
Elanet Deville

Signature – Notary Public

Elanet Deville

Printed Name of Notary

(SEAL)



Notary's Commission No. _____