

**AGREEMENT BETWEEN
COUNTY OF TULARE
AND**

TULARE JOINT UNION HIGH SCHOOL DISTRICT

This Agreement is entered into between the County of Tulare, Health and Human Services Agency, Child Welfare Services (CWS) (hereinafter called COUNTY) and the Tulare Joint Union High School District (hereinafter called DISTRICT) to coordinate services for COUNTY Foster Children through cooperation, collaboration, and the sharing of appropriate information by agencies within this jurisdiction. This Agreement will establish and/or ratify existing relationships and procedures between these parties effective the date of execution.

WHEREAS, the COUNTY through its Division of Child Welfare Services, is committed to protect children from abuse and neglect, to strengthen families, and to support families with needed services; and

WHEREAS, the DISTRICT is committed to provide academic services to children and to support children to achieve academic success with family support for parents, counseling services for children in need, school readiness, parenting education, and social service resources and/or referrals and desires to enter into an agreement with the COUNTY for the collaboration of services and the sharing of appropriate information by all parties; and

WHEREAS, the COUNTY and DISTRICT agree that a child in need of support to achieve academic success is a child in foster care who receives one of the following additional services:

- Individualized Education Program (IEP),
- Therapeutic Behavioral Services (TBS),
- Intensive Service Foster Care (ISFC), and/or
- Intensive Care Coordination (ICC) services.

Additional criteria include: a child in foster care who receives special rates funding, who is being reviewed by a School Attendance Review Board (SARB), who is in need of referrals to a Community Based Organization (FRC or other service provider), who is in need of an at risk assessment for child abuse, or who is in need of a 504 plan; and

WHEREAS, the COUNTY and the DISTRICT have mutual interest in establishing protocols and procedures to provide and share information, to deliver services, and to resolve problems at the local level concerning behavioral, educational, and social skills for a child in foster care; and

WHEREAS, the COUNTY and the DISTRICT agree to mutually implement the provisions to improve the outcomes of foster children and to provide support to families in need of community resources.

ACCORDINGLY, IT IS AGREED:

- I. **PURPOSE:** The purpose of this Agreement is to establish procedural guidelines authorized by the COUNTY and by the DISTRICT to provide school-linked child welfare services to improve the education, mental health, and social outcomes of children served.
- II. **POPULATION TO BE SERVED:** The COUNTY intends to establish an Intern Education Case Manager Program to be a collaborative project with the DISTRICT to provide family support for parents and children in need of counseling, school readiness, parenting education, social service resources, and/or referrals to community based organizations.
- III. **INTERN EDUCATION CASE MANAGER OVERVIEW:** Intern Educational Case Managers are COUNTY Social Worker III's currently employed with the COUNTY who are also enrolled in the Title IV-E Program.
- IV. **ROLE OF THE INTERN EDUCATION CASE MANAGER:** The Intern Education Case Manager may perform the following so long as it is not inconsistent with Education Code section 56055:
 - Coordinate a foster youth's move from one school site to another (e.g., new foster parent contact information, cumulative file).
 - Participate in developing & implementing a foster youth's IEP or 504 plan.
 - Participate in meetings addressing behavior of foster youth.
 - Participate in SARB meetings.
 - Provide referrals to supportive services offered by Community Based Organizations.
 - Complete other duties as assigned and approved by the DISTRICT and COUNTY.
- V. **INTERN OVERSIGHT AND PLACEMENT:** Intern Education Case Manager supervision and school site placement will include:
 - Interns will be assigned to a school site for a total of two (2) semesters for 20 hours a week.
 - The field supervisor will be the COUNTY Title IV-E Program Manager.
 - The COUNTY Title IV-E Program Manager will promote the intern placement at a school site with second year Master in Social Work (MSW) students.
 - Foster Youth Liaisons and/or designated administrative personnel (such as the Director of Special Education) will also oversee the interns on a daily basis (this will vary depending on the school district).
- VI. **BENEFITS FOR DISTRICT AND COUNTY:** The benefits will include:
 - Improved communication between Child Welfare Services and schools for the

benefit of the children and families we both serve.

- Improved outcomes for foster youth by ensuring academic success and coordinating services to address issues including behavior difficulties, attendance, social skills, and placement stability.
- Increased communication between community partners (Probation, CASA, COUNTY, and schools) in order to ensure the success of foster youth.

- VII. **WORKSTATION/COMPUTER FOR THE INTERN:** The DISTRICT will provide a workstation and may provide a computer at each school site for the intern. COUNTY will supply a laptop computer for the intern to check-out and transport to their school site workstation on their internship days.
- VIII. **TERM:** This Agreement will commence upon signature by the Tulare County Board of Supervisors and will remain in effect until June 30, 2021 or until termination by either party upon thirty (30) days written notice.
- IX. **AMENDMENTS:** Amendments or modifications to the terms of this Agreement must be made in writing and approved by all parties hereto, in order to maintain compliance with charges pursuant to federal or state laws, regulations, or policies affecting agreements, rulings, pertinent regulations, or funding.
- X. **INDEMNIFICATION:** COUNTY and DISTRICT shall hold harmless, defend and indemnify the other party, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY or DISTRICT property, arising from, or in connection with, the performance by the COUNTY or DISTRICT or its agents, officers and employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.
- XI. **THIRD PARTY RIGHTS:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
- XII. **COMPLIANCE WITH LAW:** COUNTY and DISTRICT shall ensure that Intern Education Case Managers provide services in accordance with applicable federal, state, and local laws, regulations and directives.
- XIII. **COMPENSATION:** Neither party to this Agreement shall be obligated to pay any monetary compensation to the other.
- XIV. **DISTRICT INSURANCE:** The DISTRICT will maintain, at their own expense throughout the term of this Agreement, policies of insurance from a carrier rated A or better by AM Best or through a qualified program of self-insurance which will include,

but not be limited to, comprehensive general liability in an agreement not less than \$1,000,000 for each occurrence and \$1,000,000 in the aggregate. DISTRICT shall also carry professional liability covering the activities of DISTRICT'S employees under this Agreement in an agreement of not less than \$1,000,000 for each occurrence and \$1,000,000 aggregate.

XV. INTERN EDUCATION CASE MANAGER INSURANCE:

a. WORKERS' COMPENSATION: Intern Education Case Managers participating in the program are employees of the COUNTY and COUNTY shall provide workers' compensation insurance to Interns while participating in the program.

b. PROFESSIONAL LIABILITY: COUNTY acknowledges and agrees that it will be responsible for procuring and maintaining in force professional liability insurance for each Case Manager participating in the program during the full period of any internship with COUNTY. Such insurance shall protect the Intern Case Manager against liability arising from any and all negligent acts or incidents caused by the Intern Case Manager. Such instance shall be not less than \$1,000,000 for each occurrence, \$1,000,000 in the aggregate and maybe be written through an approved program of self-insurance.

XVI. DISTRICT agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, DISTRICT shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over DISTRICT as to how the services will be performed. As DISTRICT is not COUNTY'S employee, DISTRICT is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- A. Withhold FICA (Social Security) from DISTRICT'S payments.
- B. Make state or federal unemployment insurance contributions on DISTRICT'S behalf.
- C. Withhold state or federal income tax from payments to DISTRICT.
- D. Make disability insurance contributions on behalf of DISTRICT.
- E. Obtain unemployment compensation insurance on behalf of DISTRICT.

- Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of DISTRICT to assure compliance with this Agreement.
- The INTERN EDUCATION CASE MANAGER is an employee of COUNTY and will perform all services required under this Agreement as an employee of the COUNTY.

XVII. GOVERNING LAW

This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

XVIII. NOTICES:

- (a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

CONTRACT UNIT

TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

5957 S. Mooney Boulevard

Visalia, CA 93277

Fax No: 559-737-4059

Phone No: 559-624-8000

DISTRICT:

TULARE JOINT UNION HIGH SCHOOL DISTRICT

426 N Blackstone

Tulare, CA 93274

Phone No.: 559-688-2021

- (b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

XIX. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: _____ BY _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

TULARE JOINT UNION HIGH SCHOOL DISTRICT

Date: 4/26/19 By Antonio Rodriguez
Superintendent

Approved as to Form
County Counsel

By Timothy Maly
Deputy 2018407

Date 10/14/19