

INTERAGENCY AGREEMENT

THE SCHOOL BOARD OF CLAY COUNTY

(hereinafter referred to as “SBCC”), whose principal place of business is 900 Walnut Street, Green Cove Springs, FL 32043 which entity has authority and responsibility for the education of children who are resident of the County/District and

THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES  
NORTHEAST REGION CIRCUIT 4

(hereinafter referred to as “DCF”) whose principal place of business is 5920 Arlington Expressway, Jacksonville, FL 32211. DCF is the state agency mandated to provide, either directly or through contracts, the full range of child welfare services under Florida Statutes and Administrative Rules. DCF refers to staff of the Department of Children and Families that serve abused, neglected and abandoned children residing in Clay County, and

CLAY & BAKER KIDS NET, INC.

(hereinafter referred to as “CBC”) whose principal place of business is 1726 Kingsley Avenue Suite 2, Orange Park, FL 32073. Clay & Baker Kids Net, Inc. is a private, not for profit agency and an independent contractor pursuant to F.S. 409.1671 providing the full range of child welfare services on behalf of DCF. CBC refers to the Community-Based Care Provider contracted to serve abused, neglected and abandoned children in Clay County in lieu of the Department, and

FIRST COAST WORKFORCE DEVELOPMENT, INC.

(hereinafter referred to as “FCWD”. FCWD refers to the staff of the Regional Workforce Board and their One Stop Career Center employees who provide employment and training services to local participants. The Job Training and employability skills referenced herein reflect the programs administered by FCWD for youth age 14 through 21, collectively hereinafter referred to as the “Parties”.

Enter into this Interagency Agreement for all school years, effective July 1, 2007 and running concurrently until all Parties agree to terminate. The Interagency Agreement may be modified or amended only with the written consent of the SBCC and DCF and CBC and FCWD consistent with all state and federal statutes, rules and regulations.

This Interagency Agreement shall become effective with the signatures of the SBCC' Superintendent and DCF Northeast Region Circuit 4 Administrator, FCWD President and CEO, and CBC Chief Executive Officer and will continue until all Parties agree to terminate. This agreement will be reviewed annually, and either party may request amendments. Any proposed amendments or modifications shall be submitted in writing by either party at least thirty (30) days prior to formal discussion or negotiation on the issue. Any amendments shall become effective only if agreed to in writing observing all the formalities of this agreement.

WHEREAS, Section 39.0016 (1) (a), Florida Statutes, defines children known to the department as children who are found to be dependent or children in shelter care; and for the purposes of this agreement children known to the department refers to children known to the DCF or it contracted provider, and

WHEREAS, Section 39.0016 (4), Florida Statutes, requires DCF and the local CBC to enter into an agreement with SBCC regarding the education and related care of 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 SBCC, and

WHEREAS, the Parties acknowledge that education, stability within the educations setting, and educational progress, including progress toward post-secondary education, and employability skills, are important to all children, especially the children served by DCF; and

WHEREAS, SBCC seeks to fulfill it constitutional and statutory obligations to educate children of compulsory school age; and

WHEREAS, SBCC is the Local Education Agency under the Individuals with Disabilities Education Act and an administrative entity under Section 504 of the Carl Perkins Vocational Rehabilitation Act and must fulfill it obligations for education and related services to children with disabilities that interfere with their learning or inhibit their access to the education environment before, during and after the ages of compulsory school attendance, and

WHEREAS, the Parties acknowledge that they share responsibility for the early identification and intervention services needed by children who are confirmed to have been the victim of maltreatment as defined in the Child Abuse Prevention Treatment Act (CAPTA) and Individual with Disabilities Education Act (IDEA) Part C.; and

WHEREAS, the Parties share responsibility for the elimination of barriers to school enrollment for children awaiting foster care placement; and

WHEREAS, the children covered by this agreement are those children known to the Department (DCF) who are receiving services while remaining in their own homes and those who have been placed by DCF or by order of the court in a licensed setting in a shelter or facility, foster family or group home, a residential child care institution; in an unlicensed setting with a relative or non-relative; or any combination thereof; and

WHEREAS, the children known to the Department may have, or may be “at risk” of, developing academic and/or behavioral problems due to the disruption in their lives and therefore, they may require services including, but not limited to, those defined by Sections 1003.01(3) (a) (b) and (10), Section 1003.53, Section 39.0016 (1) (4), and Section 445.004(10)(a), Florida Statutes; and

WHEREAS, the purposes of this Agreement are to promote collaboration among DCF, CBC, FCWD and SBCC to 1) ensure educational access and related care including post-secondary education pursuits, promote job training and employability skills; 2) facilitate the delivery of services or programs to children known to the Department; 3) avoid duplication of services or programs; and 4) combine resources to maximize availability or delivery of services and programs;

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 – SPECIAL CONDITIONS

2.01 Term. This Agreement shall be in effect from the date of execution by all parties.

2.02 Dissemination of Agreement. Each party agrees to disseminate this Agreement to appropriate personnel in each agency and to provide training and technical assistance in the implementation of the Agreement.

2.03 Agency Designees. The Parties agree that for purposes of executing and administering this Agreement:

- a) SBCC' designee shall be the Clay Count Public Schools' Superintendent, who may assign a designated administrator.
  - b) DCF designee shall be the Regional Director Circuit 4 of DCF, who may assign a designated administrator.
  - c) The CBC designee shall be the CBC Chief Executive Officer, who may assign a designated administrator.
  - d) The FCWD designee shall be the President and Chief Executive Officer of FCWD, who may assign a designated administrator.
- 2.04 Interagency Dispute. Each party agrees to comply with the following steps in the case of an interagency dispute:
- a) Step 1 shall be resolution of the dispute among the staff who raised the issue; and
  - b) Step 2, in the event the dispute is not resolved among the staff; the dispute shall be resolved through the SBCC' Superintendent's Designee, the Regional Director Circuit 4 of DCF, President and Chief Executive Officer of FCWD and the Chief Executive Officer of CBC.
- 2.05 Evaluation. Each party agrees to participate in evaluations conducted by the Agencies or a neutral third party to determine the effectiveness of the Agreement and to make recommendations for future enhancements that may benefit children known to the Department.
- 2.06 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 no nullify the force and effect of this Agreement.

### ARTICLE 3 – INTERAGENCY COLLABORATION

- 3.01 Agreement to Collaborate. The Parties agree to make all reasonable efforts to collaborate and cooperate regarding the education and related services for children known to the Department. In order to support collaboration and remove any unintended barriers, the Parties agree to convene the stakeholders on a quarterly basis, at a minimum, in order to:

- a) review each agencies rules, regulations, policies and practices as they impact the education, special education and related services of children known to the Department.
- b) make recommendations to the SBCC, The Regional Director Circuit 4 of DCF, The President and Chief Executive Officer of FCWD, and The Chief Executive Officer of CBC, 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;
- d) provide technical assistance and support among the parties for the implementation of the Agreement;
- e) review and report to the proper authorities any laws, administrative codes, policies or plans that need to be amended in order to fully implement this Agreement and its intended purposes; and
- f) report to the group about the progress made in implementation of the Agreement.

3.02 Liaisons. The Parties each agree to appoint a Liaison with the intent that such Liaisons shall be responsible for implementation of this Agreement. The Liaisons shall coordinate in promoting and maintaining procedures among the SBCC, DCF, FCWD, AND CBC network, and shall align their work to achieve appropriate education and related services for children known to the Department. The Liaisons shall also work with the Judicial System as appropriate.

- a) Court Liaisons. The SBCC, DCF, and CBC agree to each provide a Court Liaison for shelter and dependency hearings. The Court Liaisons shall establish and maintain procedures that will align their work to achieve appropriate educational services for children declared dependent and in the custody of DCF. The SBCC Dependency Court Liaison shall be responsible for communications with the SBCC school based personnel to share the change in placement as reported at the dependency shelter hearings, and work cooperatively with the DCF and CBC staff in protecting the children and obtaining educational programs and interventions.

- b) School-Based Liaisons. SBCC agrees to identify a staff person at each school and to establish roles and responsibilities of the School-Based Liaison as part of this Agreement. The SBCC Court Liaison shall maintain a current roster of School-Based Liaisons and provide any changes to CBC. The School-Based Liaison will be a safe and informed contact person for the child, the caregiver, and the family service counselor. Further, the School-Based Liaison will review the educational records of the child and initiate any appropriate interventions as may enable the child to make educational progress.
  - c) CBC Liaison and Family Service Counselors. The CBC agrees to assign a staff person to act as a liaison and facilitate the communication and coordination between DCF, SBCC, Court Liaison and each subcontracted Community Based Provider. The CBC Liaison will have access to identify a child's current family service counselor, agency assigned and current placement.
- 3.03 The Community Alliance. In order to accommodate a coordinated effort relating to further improving the delivery of educational programs and services to youth in the Children's Protective Services system, each party agrees to actively participate in the Community Alliance of Northeast Florida.
- 3.04 Juvenile Justice Council. Each party agrees to work with the Juvenile Justice Council of Clay County to better coordinate services and the sharing of non-confidential information.
- 3.05 Collaborations with Other Entities. DCF, CBC, FCWD, and SBCC acknowledge that when the Education for Abused, Neglected, and Abandoned Children Act was drafted, DCF included the agency now known as the Agency for Persons with Disabilities (APD). All parties shall work together to encourage APD to become a party to this Agreement and coordinate with the other parties for the provision of services to children known to the Department. The parties shall also identify other agencies and entities with which collaboration would improve the provision of needed services or avoid duplication of efforts. Such entities include, but are not limited to, the Agency for Workforce Innovation, the Division of Vocational Rehabilitation, the contracted providers for training at the various Professional Development Centers, the Transition Center, and the Florida Diagnostic and Learning Resources Center (FDLRS).

## ARTICLE 4 – INFORMATION SHARING

### 4.01 Information Sharing. Each party agrees:

- a) to promote to the fullest extent permissible and in compliance with federal law, Florida Statutes and Administrative Rules, including but not limited to Chapter 39 and Chapter 1002 Section 1002.22 Florida Statutes, the sharing of information on children known to the Department, when it is relevant to their educational growth including post-secondary pursuits, job training, employment and other benefits; and
- b) to take all steps necessary to promote consent by the natural parent(s) and/or legal guardians of the children to enable schools to provide to DCF or the CBC the educational records for children known to the Department, including but not limited to, the development of a sample form for consent; and
- c) to take all steps necessary to obtain consent from the Court to enable schools to provide to DCF or the CBC the educational records for the children known to the Department including suggested language for court orders for this purpose for which DCF and CBC shall have primary responsibility; and
- d) to promote the sharing of all information, including lists of services available in the school district and the sharing of this information on an on-going basis. In particular, SBCC shall promote the identification of the services and information available within the school district that the school district believes are reasonably necessary to meet the needs of, and to facilitate educational access for, a child known to the Department. A listing of these services shall be provided to local DCF, FCWD, and CBC staff; and
- e) to collaboratively improve the technical interface among automated data systems among the Parties to provide for the efficient sharing of information, including the provision of remote access at key locations identified by each party to this Agreement; and
- f) FCWD shall promote the identification of employment and training services available at each FCWD Career Center and the availability of a listing of these services for the SBCC, DCF, and CBC. FCWD shall provide updates of these listings to SBCC, DCF, and CBC annually and upon significant change.

### 4.02 Specific Information Sharing by DCF or CBC. Working closely with school personnel, the foster parent/caregiver, natural parent, and surrogate parent, if applicable, will increase the likelihood of these students becoming academically successful.

The school setting is often the most stabilizing environment for the foster care youth as they travel from community to community. It becomes an important focal point in which relationships with school staff and peers can be established and maintained. School success for foster care children takes on major significance due to the special circumstances in their lives.

- a) DCF shall establish procedures to provide the child's school the Special School Registration Form, and to provide that form at initial removal from natural parents or legal guardian and any subsequent change in a child's status in the Department's care that affects the child or delivery of services under this Agreement.
- b) DCF or CBC shall provide SBCC with a copy of any court order that prohibits the natural parent or any other person from contact with the student or from obtaining any information regarding the child or any other court order which may be relevant to the child's safety, educational program, or setting.
- c) DCF and/or CBC shall ensure that the School Registration Form and its attachments are provided to the assigned school at the time of the change in status no later than 72 business hours subsequent to the change. The School Registration Form shall ensure 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 School Registration Form may delay the application for transportation and could place the child's safety in jeopardy.
- d) A change in Family Service Counselor shall result in the submission of a new school Registration Form so that the school has accurate contact information.
- e) DCF or CBC shall notify SBCC of the identity of children known to the Department so that appropriate services, supports, and safety plans can be initiated.

\*\*Any time changes occur which affect the accuracy of information on the registration form (i.e. change of address or Family Service Counselor, new orders affecting contact, etc.), the registration form must be updated and given to the school-based liaison within 72 business hours. \*\*

4.03 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 shall be strict adherence to all applicable laws and regulations pertaining to those rights.



Directory information is information contained in the education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to, name, address, telephone number (if listed), electronic mail address, photograph, date and place of birth, field of study, grade level, age, participation in school activities, height and weight of athletic team members, graduation dates, dates of attendance, schools attended, and awards and honors received. Mailing lists come under the heading of directory information and can be provided to those groups who have been approved upon request.

Parents/guardians who do not want their student's directory information disclosed must sign and return the release (Appendix A) indicating that SBCC is not authorized to release directory information. Please be advised that if a parent/guardian elects to preclude the publication of their student's directory information, the district will adhere to the parent's/guardian's instructions.

Upon receiving the proper authorization pursuant to FERPA and other privacy acts, the SBCC agree to provide, the assigned family service counselor, a copy of the child's grade report card to satisfy the requirements of the Court or DCF Child Welfare requirements.

Under Florida Law, an educational agency or institution has up to 30 days in which to comply with parental requests. SBCC will attempt to assume compliance with DCF and CBC records requests as expeditiously as possible.

- 4.04 Restrictions for Safety Purposes. Chapter 39, Florida Statutes, 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; provided however, if by Court Order the parent is not permitted visitation or has had their parental rights otherwise restricted, 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, federal, and state laws shall be complied with, but without the disclosure of any child's location when said disclosure places the child in danger.
- 4.05 Background Check. All employees, appointees, or agents who come into contact with student records shall first submit to and clear a background check in a manner prescribed by statute and rule promulgated by the SBCC, DCF, and CBC.

ARTICLE 5 – EDUCATION SERVICES INCLUDING STABILIZATION AND ENROLLMENT

5.01 Educational Stabilization. SBCC, DCF, and CBC acknowledge that school attendance is strongly linked to academic achievement and all entities will explore methods of encouraging within their respective systems prompt enrollment, continuation of children in the school of origin whenever safe and feasible, and regular attendance. Specifically but not exclusively, DCF and CBC will look at practices that remove children from school to attend appointments and court dates, and non-emergency changes of placement during a school quarter or semester. SBCC, DCF, and CBC shall support school stability through at least the following actions for children who experience a change in out-of-home placement:

- a) Promote the placement of students within or closest to their home school boundaries to facilitate stabilization of school placements.
- b) Promote the continuity of school placement for children known to the Department who are in out-of-home placement when they move to a placement in a new school zone, including procedures that allow request for school reassignment and transportation when appropriate.
- c) Establish procedures to ensure the provision of transportation for students living in out-of-home placement when it is in the best interest of the child to attend a school not within the approved school assigned boundaries of the out-of-home placement location.
- d) The SBCC agrees to assist in the stabilization process by providing DCF or CBC with educational record reviews on students known to the Department as may be needed and appropriate.

5.02 Transportation. The parties agree to promote the availability of transportation resources for children known to the Department who are in out-of-home care to stabilize the child’s education placement and to ensure that he/she can access education, job training, and employment services, as follows:

- a) SBCC and CBC or DCF shall explore the use of funding provided by the McKinney Vento Act for Children in Emergency Shelter. DCF, CBC, and SBCC shall work to establish a standard application of McKinney Vento Act protections for eligible children who are known to the Department which all include “children awaiting foster care placement”.
- b) SBCC shall provide McKinney Vento Act protections for those children found eligible under the McKinney Vento Act and shall take all necessary actions to accomplish that end.

- c) CBC or DCF and SBCC shall look to transportation mechanisms being used to comply with the McKinney Vento Act and adopt such mechanisms for all youth known to the Department.
- d) CBC or DCF shall explore the purchase of public bus system passes.
- e) The Parties shall explore the funding of transportation and assess the availability of federal, charitable, or grant funding for such transportation.
- f) CBC or DCF shall retain the responsibility to coordinate temporary transportation for students to and from school during the time that transportation by the school system is being arranged.

5.03 Enrollment. DCF or CBC, as appropriate, shall work with SBCC to remove any barriers to the prompt and continuous enrollment of children known to the Department in an appropriate school or program.

- a) For child safety purposes, when a child known to the Department is enrolled, the name and phone number of the child, the child's caregiver and the child's family service counselor shall be provided within 72 business hours to SBCC using the Special School Registration Form.
- b) Since the sharing of information will assist each agency in obtaining education and related services for the benefit of the child, information about a child known to the Department shall be shared among the Parties, consistent with the Family Educational Rights and Privacy Act.  
DCF or CBC shall provide SBCC with a copy of any court order that prohibits the natural parent or any other person from contact with the student or from obtaining any information regarding the child or any other court order which may be relevant to the child's safety, educational programs, or setting.
- c) Children who are in shelter, or any transitional form of care, awaiting a foster care placement are entitled to enrollment under the McKinney Vento Act.
- d) DCF and CBC shall use all reasonable efforts to provide the student information for registration in school; however, the delay in providing information shall not be cause for the SBCC to exclude a student who was previously enrolled in a Florida school.
- e) A change in family service counselor shall result in an update of the School Registration Form so that the school has accurate contact information.

## ARTICLE 6 – EARLY INTERVENTION SERVICES

- 6.01 Early Intervention. CBC or DCF and SBCC shall engage in collaborative efforts and develop protocols for identifying preschool age children who may qualify for Part C of IDEA, Infants and Toddlers with Disabilities, early intervention services for children birth through age two (2), and Part B of IDEA for children over three (3). The Parties shall develop and implement protocols to ensure compliance with the Child Abuse Prevention and Treatment Act (CAPTA) requirement that referrals be made for a Part C evaluation for all children ages birth to three (3) where there has been an administrative finding of child abuse or neglect, and it is suspected the child may be eligible for and in need of service specified under Part C of IDEA.

## ARTICLE 7 – CASE PLANNING

- 7.01 Case Planning. DCF or CBC shall notify the SBCC Liaison and FCWD of case planning for a child known to the Department, both at the time of plan development and plan review. Within the plan development or review process, the SBCC may provide information regarding the child known to the Department and suggest services or tasks for the child or the family. The case plan must address the education of the child known to the department and include any tasks or strategies necessary to enable the child to maximize the attainment of educational goals. The case plan may include SBCC recommendations for parental involvement in the child's education. DCF shall provide this notification to the FCWD Liaison when there is documentation in the DCF case file of a child's involvement in FCWD services.
- 7.02 School Plans. SBCC, when required by legally appropriate criteria, shall provide individualized student intervention for students, including students with disabilities, who have individual educational programs (IEP) or Section 504 plans. The intervention or individual educational plan must include strategies to enable the child known to the Department to maximize the attainment of educational goals. School-based liaisons shall ensure that proper persons are involved in plan development, and that decision makers for the child have proper legal authority to so act.

## ARTICLE 8 – EXCEPTIONAL STUDENT EDUCATION (ESE)

- 8.01 Exceptional Student Education (ESE). The Parties agree that coordinator of services for a child known to the Department who has or is suspected of having a disability to ensure that the child receives an appropriate education

consistent with the Individuals with Disabilities Education Act is important to each Party and the children they serve. The Parties agree to coordinate as follows:

- a) Referral for screening should be made by either Party at the first opportunity.
- b) Evaluations when legally appropriate shall be shared between the school district and DCF or the CBC.
- c) Individual Education Plans:
  - 1) Individual Education Plan teams shall consider the need for individualized related services for students with consideration given to the effects of trauma suffered by the child on his or her education and behavior.
  - 2) Transition Services required under IDEA shall include assessment of individual student needs, taking into account student preferences and interests, and shall include instruction, community experiences, the development of employment and other post-school adult living objectives and, when appropriate, acquisition of daily living skills and functional vocational evaluation.
- d) Specially designed instruction, special education and related services appropriate for the needs and abilities of a child known to the Department shall be provided.
- e) Services and plans shall be coordinated between the school and the child's residential setting to avoid duplication or conflicting service plans.
- f) A Surrogate Parent, consistent with the Individuals with Disabilities Education Act, for educational purposes for a child known to the Department shall be appointed as soon as the child having or suspected of having a disability is determined to be dependent and without a parent to act for the child. The Surrogate Parent shall be appointed by the school district with consideration given to individuals who know the child, and recommendations made by DCF and the courts, without regard to where the child known to the Department is placed so that one Surrogate Parent can follow the education of the child known to the Department during his or her entire time in state custody. "In conformance with IDEA 2004, in the case of a child who is a ward of the State, a Surrogate Parent may alternatively be appointed by the judge overseeing the child's care".
- g) SBCC shall take lead responsibility and DCF and CBC shall cooperate in an update of the Surrogate Parent Training Manual to bring that document in to compliance with current law and best practices. The revision shall be completed by an agreed upon date. The Manual shall further best practices including but not limited to ensuring that the role of the Surrogate Parents, is more than merely attending meetings and signing paperwork for compliance with law. The Surrogate Parent is the child's advocate in the educational system and offers the encouragement

the child needs in navigating the system, receiving needed services, and achieving educational goals.

#### ARTICLE 9 – PSYCHOLOGICAL/PSYCHIATRIC EVALUATIONS

9.01 The parties agree to minimize the duplication efforts and the repeated evaluation of children known to the Department and each shall have the following responsibilities:

- a) CBC and/or DCF shall ensure that current psychological/psychiatric evaluations of the child that were obtained by CBC or its contracted agents and have relevant information related to the education needs of the child, shall be provided to the SBCC when a child known to the Department has or is suspected of having a disability and proper consent or Court Order has been obtained.
- b) SBCC and FCWD shall ensure that the information provided by the DCF or CBC is considered to determine the educational, job training, and employment services required to meet the needs of the child.
- c) CBC and/or DCF shall seek parental consent; however, a court order for the exchange of information may substitute for release, if it is determined by the court to be in the best interest of the child.
- d) CBC and/or DCF, to the extent feasible, shall require contracted agencies and individuals performing psycho-educational assessments of children known to the Department to use evaluation instruments and procedures that are consistent with SBCC and School District requirements as outline in School Districts’ Special Programs and Procedures for the provision of special instruction and services for exceptional students.
- e) SBCC agrees to utilize assessments and evaluations of children known to the Department completed by CBC and/or DCF contracted agencies or individuals when they are consistent with evaluation instruments and procedures established by the SBCC.

#### ARTICLE 10 – INDENDENT LIVING

10.01 Independent Living Skills. DCF and the CBC agree to cooperate in developing programs to assist youth in achieving independence. The DCF and the CBC agree they each have responsibilities to teach independent living skills to students known to the Department. Collaboration in the area shall be designed to enhance but not supplant SBCC’ responsibilities under IDEA. SBCC as the Local Education Agency (hereinafter referred to as “LEA”), has the responsibility under IDEA to ensure that community agencies are contacted and participate in the development of transition plans for students with disabilities. The LEA has a particular interest in working with DCF and CBC to fulfill its mandates and assurances under IDEA. This collaboration will work to ensure educational progress and to assist students in acquiring essential independent living skills, including readiness for pursuit of higher education goals and/or employment. Where applicable, collaborative

programming on independent living skills and post high school opportunities shall also be undertaken for children known to the Department and not having a known or suspected disability.

10.02 Priority Employment, Training and Support Service. FCWD will provide employment services and support for children, including but not limited to eligible foster care participants receiving independent living transition services. This will include:

- a) Providing DCF, CBC, and the SBCC a description of local referral processes for employment and training services;
- b) Informing the various stakeholders about the available service array and the need for services;
- c) Distribution of information about career awareness opportunities;
- d) Establishing strategies for coordination of the various funding sources and services regarding employment and training.

10.03 Pursuit of Post Secondary Education. The Parties recognize the importance of encouraging post secondary education pursuits for children known to the Department and agree to work collaboratively to encourage continued education for the youth in the following ways, at a minimum:

- a) SBCC shall explore acceleration mechanisms, including Dual Enrollment, Advanced Placement, International Baccalaureate, Florida Virtual School, Advanced Interactive Certificate of Vocational Programs, and other alternatives and determine if these programs can be used to assist youth known to the Department.
- b) SBCC shall assist CBC and/or DCF with informing youth known to the Department (as well as youth adopted over the age of 16) of the availability of Education and Training Voucher dollars to assist with post secondary pursuits.
- c) SBCC shall train its guidance counselors on the availability of the fee waivers and scholarship opportunities designed to assist children known to the Department in continuing their education.
- d) SBCC shall distribute information about career awareness opportunities to DCF and the CBC.
- e) SBCC shall work with CBC Independent Living Staff to establish strategies for coordination of the various funding sources and services regarding employment and training available to children known to the Department

10.04 Resource Sharing and Development. SBCC shall advise the CBC Independent Living Staff of all resources for transition and transition planning available through its offices and shall work with CBC to develop suggested guidelines for transition plans to meet the special needs of students known to the Department.

## ARTICLE 11 – TRAINING AND STAFF DEVELOPMENT

- 11.01 Training and Staff Development. The Parties agree to provide training and staff development related to the implementation of the Agreement and to institutionalize the policies and processes needed to implement this Agreement.
- 11.02 In collaboration with SBCC, DCF, either directly or through the CBC, shall incorporate an education component into their training programs and their agency's staff development regarding children known to the Department, which shall include training for family service counselors on the methods for enrolling students, stabilizing school placements, access to educational services referral for special education services when appropriate, IDEA, and state planning, the importance of education in child development, and progress towards independence, and the impacts of trauma (abuse, neglect, abandonment, and removal from home) on children in general.
- 11.03 DCF shall, either directly or through the CBC, provide training for family service counselors and foster parents to include information on the right of the child known to the Department to an education, the role of an education in the development and adjustment of a child known to the Department, the proper ways to access education and related services for the child known to the Department, and the importance and strategies for parental involvement in education for the success of the child known to the Department.
- 11.04 DCF shall, either directly or through the CBC, provide training to family service counselors, guardian ad litem, attorneys ad litem, Judges, and others involved in the child welfare system, regarding their services and information available through SBCC including, but not limited to, the current Sunshine State Standards, the Surrogate Parent Training Manual, and other resources accessible through the SBCC or the state school board to facilitate educational access and services for a child known to the Department.
- 11.05 SBCC shall provide training as needed for its staff to identify and serve the educational needs of the children known to the Department to include a general understanding of the implementation of this Agreement and the impacts of the trauma of abuse, neglect, abandonment, and removal from home on children known to the Department.
- 11.06 SBCC shall develop training for Surrogate Parents, to include the additional attention and considerations needed for children with disabilities who are known to the Department, as well as how abuse, abandonment, neglect, and removal from home can affect the ability to learn for a child known to the Department.
- 11.07 The Parties agree to collaborate to assist parents in cases in which reunification is the goal, or for the pre-adoptive parents when adoption is the goal, so that such parents learn how to access the services the child known to the Department needs and the importance of their involvement in the education of the child known to the Department.



- 11.08 SBCC shall promote the practice of allowing Guardians ad litem and Foster Parents to attend surrogate parent training offered by SBCC.
- 11.09 SBCC shall participate in DCF and CBC sponsored conferences providing speakers and manuals to educate senior managers within the child welfare system, family service counselors and court related personnel on the educational needs of the children and strategies for meeting those needs.
- 11.10 DCF and CBC shall promote practices that engage family service counselors and foster parents in the education of the children such as attendance at parent-teacher conferences, school open houses, and other events significant to the education of the child and creating the message to the child that his or her education is important to the adults in his or her life.
- 11.11 Each party agrees to work in cooperation with private and public entities that contract with DCF, and the CBC to provide services. These efforts will include training for the Contract Providers, Guardians and Attorneys ad litem and the Child Welfare Legal Service Attorneys on educational issues.

#### ARTICLE 12 – FREE AND REDUCED LUNCH PROGRAM

- 12.01 The Parties agree to establish procedures to ensure access to the Free and Reduced Lunch Program upon notification of a child's becoming known to the Department.

#### ARTICLE 13 – OPENING AND CLOSING OF LICENSED RESIDENTIAL PROGRAMS

- 13.01 Opening and Closing of Licensed Residential Programs. Advance notice is best practice to give the respective agencies lead-time for program and resource planning; therefore, the DCF or the CBC shall provide written notice to SBCC and FCWD Liaison when it plans to open or close a group residential program.

#### ARTICLE 14 – GENERAL CONDITIONS

- 14.01 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.
- 14.02 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.

- 14.03 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.
- 14.04 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 Chapter 119, Section 119.07, Florida Statutes, and any resultant award of attorney's pursuant to Federal and State law including but not limited to, Chapter 39 Florida Statutes regarding child abuse records, applicable sections of the Health Insurance Portability and Accountability Act (HIPAA) and Family Education Rights and Privacy Act (FERPA).
- 14.05 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 understands 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.
- 14.06 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.
- 14.07 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.
- 14.08 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. A waiver of any breach of a provision 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.

- 14.09 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.
- 14.10 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 controversy 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 Fourth Judicial Circuit of Florida.
- 14.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 14.12 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.
- 14.13 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, tornado, 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 conditions beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense.
- 14.14 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 invalid, illegal, unlawful, unenforceable, 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.
- 14.15 This Cooperative Agreement may be terminated by either Party with or without cause by giving a written notice sixty (60) days in advance of the effective date of termination. Such termination notices shall be delivered by U.S. certified mail.
- 14.16 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 the School Board: David L. Owens  
Superintendent of Schools  
SBCC  
900 Walnut Street  
Green Cove Springs, FL 32043

To the CBC: Irene M. Toto  
Chief Executive Officer  
Clay & Baker Kids Net, Inc.  
1726 Kingsley Avenue  
Suite 2  
Orange Park, FL 32073

To FCWD: Bruce Ferguson  
President and Chief Executive Officer  
First Coast Workforce Development, Inc.  
1845 Town Center Blvd.  
Suite 250  
Orange Park, FL 32003

With a Copy to: Nancy Dreicer  
Regional Director Northeast Florida  
Florida Department of Children and Families  
5920 Arlington Expressway  
Jacksonville, FL 32211

14.17 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 conflict with the provisions of this Agreement.

14.18 Authority. Each person signing this Agreement on behalf of each 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 THEREOF, the Parties hereto have caused this Agreement to be duly executed.

\_\_\_\_\_  
David L. Owens  
Superintendent of Schools  
SBCC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Irene M. Toto  
Chief Executive Officer  
Clay & Baker Kids Net, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bruce Ferguson  
President and Chief Executive Officer  
First Coast Workforce Development, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nancy Dreicer  
Regional Director Northeast Florida  
Florida Department of Children and Families

\_\_\_\_\_  
Date

## Appendix A

### STUDENT RECORDS

What information is in a student's record?

What are the rights of a parent?

Who has access to a student's record without prior parental consent?

What can parents' learn from this brochure?

Student information is protected by federal and state laws as well as policies of the SBCC. These regulations, determining who can or cannot obtain student information, were enacted to protect the privacy rights of students and parents. By reading this brochure parents will learn more about student records and become aware of their rights as they relate to them.

What rights do parents' have?

Parents have the right to:

- Inspect and review the education record maintained by a school on their child.
- Waive their right to access, if they wish.
- Receive a copy of the record (at a charge of \$ .20 per page to cover the cost of printing).
- Challenge the information contained in the record if they believe it is misleading, inaccurate, or that it violates the student's right to privacy.
- Participate in a hearing.
- File a complaint if the school system fails to abide by the law.

What is in a student's record?

Florida Statute Chapter 1003 Section 1003.25 requires all principals to maintain permanent cumulative records for all students enrolled in a public school. The state law also determines what should be in the record and its format. A student's education records include personally identifiable data (social security number, address, birth date, sex, and race), academic records, standardized intelligence, aptitude, and psychological test results, interest inventory results, attendance records, and health data. The record also may contain family background information, extracurricular activities, and verified reports of serious or recurrent behavior patterns, honors and awards, and a list of schools attended.

How can parents' review their child's record?

Parents can request to review student records. Schools must comply with that request within a 30 day period. If a parent feels that the record contains information that is inaccurate, misleading, in violation of the student's rights to privacy, the parent contacts the principal of the responsible school. Requests for a correction, deletion, or expunction of the record must be made to the appropriate principal in writing.

Who, other than parents, can access student records?

Parents have the legal right to any and all information in a student's permanent cumulative record. If parents are divorced or separated, both parents have the right to student record unless a judicial order to the contrary is on file in the student's permanent cumulative record. Eligible students take on all the rights of a parent. An eligible student is one who is 18 years old or who is attending a post secondary educational institution. Parents of eligible students still have access to the student's records as long as the student continues to be listed as dependent on the parent's income tax return. A step-parent may have access to a child's record only with the written consent of the natural parent, legal guardian, or eligible student. School staff that needs the information to work effectively with the student may also have access to it.

With some exceptions (listed later in this brochure) no one else can see the information contained in the student's permanent cumulative record without consent of the parent. Be aware however, that "directory information" can be made available for broad categories of students.

What is "directory information"?

Directory information is information contained in the education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes but is not limited to, name, address, telephone number (if listed), electronic mail address, photograph, date, and place of birth, field of study, grade level, age, participation in school activities, height and weight of athletic team members, graduation dates, dates of attendance, schools attended, and awards and honors received. (Examples of directory information would be a list of all eleventh grade students on the A-B Honor Roll for a specified term; yearbook photo; a player's inclusion in an athletic program.)

Does the school system give out mailing lists?

Mailing lists come under the heading of directory information and can be provided to approved groups on request. For example, colleges frequently wish to send enrollment, course selection, and financial aid information to seniors. Those who request a mailing list must provide the school district with their name, address, and how they intend to use the list. They also must pay for the cost of producing the list and sign a form stating that they will not share information with anyone.

What if a parent doesn't want directory information to be given out?

Parents who do not want their student's directory information disclosed must sign and return the attached release indicating that SBCC is not authorized to release directory information. Please be advised that if a parent elects to preclude the publication of their student's directory information, the district will adhere to the parent's instructions. As a result, the student's information would not be published in the yearbook, honors and awards listings, sports activity sheets, such as football, identifying the student's weight and height and other similar publications which contain information contained in the education record of the student.

Who additionally, may access student records?

The law generally prohibits people from being able to inspect or review a student's education record without prior permission of the parent. However, the law does require school districts to provide to the following people information contained in student's records without the prior permission of parents:

- Officials of other educational institutions in which the student seeks to enroll, on receipt of a written or electronic request from a school official.
- Other school officials who have legitimate educational interests or whose job requires them to work with student records.
- School officials in connection with a student's application for/receipt of financial aid.
- Researchers who do not identify students.
- Accrediting agencies.
- School readiness coalitions and the Florida Partnership for School Readiness.
- School boards or their designees holding expulsion hearings.
- Appropriate parties in connection with an emergency in order to protect the health/safety of the student.
- Legal authorities with a subpoena or court order provided the school official notified the parent or eligible student in writing in advance of compliance.
- Auditor General or representatives of that agency in connection with their official functions.
- Credit bureaus in connection with a student-initiated request for financial aid.
- Parties to an Interagency Agreement among the Department of Children and Families, schools, and law enforcement authorities, in a joint effort to improve school safety, reduce truancy and suspensions, support alternatives to suspensions and expulsions, and to support students in successfully completing their education.
- U.S., state, or local educational authorities authorized by statute to receive such information, often as a requirement for monitoring program eligibility.
- Authorized representatives of the court in a matter related to the school district instituting legal action against a parent or student, or a parent or eligible student initiating legal action against a school district.

How do parents find out about these rights?

This information brochure is distributed at the beginning of each school year to every student in the Clay County Public School System. Copies of the district's student record policy are available at each school.