

**Memorandum of Agreement
Between
Kids First of Florida, Inc
And the
School Board of Clay County**

This Agreement is entered into between the School Board of Clay County (hereinafter referred to as "SBCC") and Kids First of Florida, Inc (hereinafter referred to as "KFF") to address responsibilities for the education of school age abused, neglected and abandoned children and those who are younger than school age but who would otherwise qualify for services from the District School Board.

PURPOSE:

The Florida Department of Children and Families contracted with KFF to be the lead agency to assume responsibility for, and the oversight of, all post protective child investigative services in Clay County, Florida. KFF is a non-profit corporation that was founded in 2003. Our mission is "to ensure the safety of children through a holistic approach designed to support the health and wellbeing of families." The following services are provided as a direct service of KFF: protective supervision; foster care; case management; Independent Living and the recruitment, training and licensing of foster/adoptive families. Services are also contracted through local providers for Prevention, Preservation and Reunification Services and Parenting and Visitation Services. KFF continues to develop systems that efficiently and effectively care for vulnerable children and families by focusing on early intervention, assessment and coordination of services in order to assure family stabilization, reunification and permanency for children. KFF also relies on the expertise of a network of partners to provide services outside the scope of the agency; examples include domestic violence, substance abuse, behavioral health, day care, educational services and medical care.

KFF recognizes the SBCC as a provider of public educational services in Clay County. It is our intent that KFF and SBCC shall work together to meet the needs of children served by KFF.

SERVICE AREA:

The boundaries of the service area are defined as Clay County, Florida

RIGHTS AND RESPONSIBILITIES:**KFF SHALL:**

1. Ensure that children known to the department are enrolled in school or in the best educational setting that meets the needs of the child. Every effort will be made for continuing the enrollment of a child known to the department at the school of origin when possible if it is in the best interest of the child, with the goal of minimal disruption of education.
2. Notify the school and school district in which a child known to the department is enrolled of the name and phone number of the child known to the department caregiver and caseworker for child safety purposes.
3. Notify the school district of the department's 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 school district may provide information regarding the child known to the department if the school district deems is desirable and appropriate.
4. Show no prejudice against a caregiver who desires to educate at home a child placed in his or her home through the child welfare system.
5. Carry agency issued identification with them at all times when on SBCC property and present it to SBCC personnel, upon request.
6. Upon receipt of case in which a child is in a licensed out-of-home placement or when a child's placement changes from in-home care to licensed out-of-home care or from relative care to foster care, the Family Services Counselor (FSC) assigned to the case will provide the school that the child attends with a copy of the court order identifying that the child is in the custody of the Department of Children and Families.
7. Inform the school in advance, when possible, if they are planning to check a child out of school.
8. Inform the child's guardian if they are going to check a child out of school.
9. Notify the program or daycare if the child will not be attending the program or daycare that day because a KFF employee is picking the child up for an appointment or visit.

SBCC SHALL:

1. Provide KFF with a general listing of the services and information available from the district school board to facilitate educational access for a child known to KFF.
2. Identify all educational and other services provided by the school and school district which the school district believes are reasonably necessary to meet the educational needs of a child known to KFF.
3. Determine whether transportation is available for a child known to KFF when such transportation will avoid a change in school assignment due to a change in school assignment due to a change in residential placement. Recognizing that continued enrollment in the same school throughout the time the child known to the department is in out-of-home care is preferable unless enrollment in the same school would be unsafe or otherwise impractical, KFF, the district school board and the Department of Education shall assess the availability of federal, charitable or grant funding for such transportation.
4. Provide individualized student intervention or an individual educational plan when a determination has been made through legally appropriate criteria that intervention services are required. The intervention or individual educational plan must include strategies to enable the child known to KFF to maximize the attainment of educational goals.
5. Request agency issued identification of any KFF employee who is requesting information on a student or trying to check a student out of school. If the KFF employee cannot present agency issued identification, information will not be released to the KFF employee nor will the child be permitted to be checked out by the KFF employee.
6. Maintain a copy of the court order at the school identifying each child that is in the custody of the Department of Children and Families.
7. Ensure that the child is prepared to be checked out of school when the KFF employee arrives, if the school was given proper notice of the pickup.

BOTH KFF AND SBCC SHALL:

1. Facilitate communication between the parties through the liaisons below as designated for each agency
2. Cooperate in accessing the services and supports needed for a child known to KFF who has or is suspected of having a disability to receive an appropriate education consistent with the Individuals with Disabilities Education Act and state implementing laws, rules and assurances. Coordination of services for a child known to KFF who has or is suspected of having a disability may include:
 - a. Referral for screening
 - b. Sharing of evaluations between the school district and KFF where appropriate.
 - c. Provision of education and related services appropriate for the needs and abilities of the child known to KFF.
 - d. Coordination of services and plans between the school and the residential setting to avoid duplication or conflicting service plans.
 - e. Appointment of a surrogate parent, consistent with the Individuals with Disabilities Education Act and pursuant to subsection (3), for educational purposes for a child known to KFF who qualifies.
 - f. For each child known to KFF 14 years of age and older, transition planning by the department and all providers, including KFF's Independent Living Program Staff, to meet the requirements of the local school district for educational purposes.

KFF
Vanessa Byerly, Program Director
1726 Kingsley Avenue, Suite 2
Orange Park, Florida 32073
(904) 278-5644 Ext. 2080

SBCC
Name of Liaison
Address
Phone

GENERAL PROVISIONS:

Term: This Agreement will be effective from February 1, 2016 or date of signature, whichever is later and will automatically be renewed each year thereafter. This Agreement may be terminated by a 30-day written notice from either party without cause.

Confidentiality: Where applicable, the parties will comply with the Health Insurance Portability and Accountability Act, as well as all regulations promulgated there under (45 CFR Parts 160, 162 and 164)

Independent Agencies: By this working Agreement, the parties intend to remain mutually independent agencies. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of the Agreement to be officers, agents or employees of the other party.

Indemnification: Each party agrees to accept and is responsible for its own acts and omissions in providing services pursuant to this Agreement as well as those acts or omissions of its employees and nothing in this Agreement shall be construed to place any responsibility for such acts or omissions onto the other party. Nothing herein is intended to waive sovereign immunity by any party to whom sovereign immunity is applicable. Nothing herein shall be construed as consent by any party to be sued by a third party in any matter arising out of any contract.

Insurance: KFF, at its sole cost and expense, shall procure and maintain such policies of general liability and other insurance as shall be necessary to insure KFF and its employees against any claim occasioned directly or indirectly in

connection with the performance of any services and activities performed by KFF in connection with the Agreement. The SBCC, a state agency or subdivision, is self-insured through the State of Florida, covering the negligent acts or omissions of the SBCC, including its officials, employees and agents while acting within the scope of their authorized powers and duties of employment. The SBCC agrees to be fully responsible to the limits set forth in section 768.28, Florida Statutes, for its negligent acts or omissions and for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement or as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes

Modification: Any modifications to this Agreement will be made in writing with the consent of both parties.

All terms of the Agreement are fully understood and accepted by the SBCC and KFF as represented by the signers of this Agreement below.

SIGNATURES:

KIDS FIRST OF FLORIDA, INC.

SCHOOL BOARD OF CLAY COUNTY

Irene M. Toto, CEO

Johnna McKinnon, SBCC Chair

Date

Date

