

## **INTERAGENCY AGREEMENT**

**THIS INTERAGENCY AGREEMENT** is made and entered into as of this 17<sup>th</sup> day of May 2007, by and between:

### **SCHOOL BOARD OF CLAY COUNTY**

Hereinafter referred to as "SBCC", whose principal place of business is: 900 Walnut Street, Green Cove Springs, Florida 32043.

and

### **CLAY & BAKER KIDS NET, INC.**

Hereinafter referred to as "CBKN", whose principal place of business is: 1726 Kingsley Avenue, Suite 2, Orange Park, Florida 32073.

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

WHEREAS, the SBCC has recognized CBKN as the local agency to provide, either directly or through providers, the full range of foster care services under Florida Statutes and Administrative Rules; and

WHEREAS, the SBCC has determined that children who are in the foster care system have been abused, abandoned or neglected by their parent(s), legal custodian or caregiver as defined in Chapter 39, Florida Statutes; and

WHEREAS, the SBCC has determined that children who are in the foster care system have been removed from the custody of their parent(s) legal custodian or caregiver and have been placed by the Department of Children and Families (DCF) or by order of the court with a foster family or boarding home, group home, agency boarding home, child care institution, or any combination thereof; and

WHEREAS, the SBCC has determined that due to the circumstances and disruption in the lives of children in foster care they are typically considered an "at risk" group of students who may require services including, but not limited to, those defined by sections 1000.01 (18)(19) and (30) and 1003.53, Florida Statutes; and

WHEREAS, the SBCC and CBKN have determined that education and the educational setting are critical components of a foster care child's life; and

WHEREAS, the SBCC and CBKN have agreed to implement a process, procedures, and guidelines for sharing of information and making referrals on foster care children that will result in improved educational services to this typically "at risk" group of students in accordance with section 1003.53, Florida Statutes; and

WHEREAS, the purpose of this Agreement is to ensure that in the implementation of applicable provisions of Florida Statutes and Administrative Rules, SBCC is the responsible agency and exercises general authority over all educational programs within the district.

NOW, THEREFORE, in consideration of the mutual covenants embodied herein, and other 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 such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term. This Agreement will be in effect from date of SBCC approval and continue through June 30, 2010.

2.02 Outside Agreements. This Agreement does not preclude or preempt either the SBCC or CBKN from individually entering into agreements with one or more other parties outside of this Agreement. Such agreements shall not nullify the force and effect of this Agreement.

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

2.04 Multi-Agency Council. In order to accommodate a coordinated effort relating to further improving the delivery of educational programs and services to foster care students, each party agrees to actively participate in the Multi-Agency Council of Clay County.

2.05 Agency Collaboration. In order to support continued collaboration, CBKN and SBCC representatives agree to meet, at a minimum, on a semi-annual basis to:

- a) review each agency's rules, regulations, policies and practices as they impact the education of foster care students;
- b) make recommendations to the Superintendent of Schools and CEO, CBKN, regarding procedures, processes, guidelines and policies as they impact foster care students; and to
- c) provide a communication loop between the agencies.

2.06 School Social Workers. SBCC agrees that school social workers will be the point of contact for children in child welfare system in need of educational services.

2.07 Staff Development. Each party agrees to participate in cross agency training.

## 2.08 Educational Stabilization.

- a) Each party to this Agreement has specific statutory responsibilities and resources to provide for the needs of foster care children and students, and mutually agree to interagency cooperation, when determined appropriate, as the means by which a full array of services may be assured.
- b) CBKN agrees to attempt to place students in foster care homes within or closest to their home school boundaries to facilitate stabilization of school placements.
- c) CBKN caseworkers shall follow SBCC procedures to request transfer and transportation when appropriate.
- d) When SBCC transportation is requested and available, CBKN retains the responsibility to coordinate temporary transportation for students to and from school during the time that SBCC transportation is being arranged.
- e) The SBCC and CBKN mutually agree that an individualized educational plan (IEP) will only be initiated after a determination has been made through the utilization of established or legally appropriate criteria, procedure, tools or instruments that exceptional student education (ESE) services are required.
- f) The SBCC and CBKN mutually agree to develop and implement collaborative programming to assist students in acquiring independent living skills.

2.09 Determining Need for a Surrogate Parent. When an ESE, or potentially ESE, student is in the care or protective custody of CBKN, the need for a surrogate parent must be determined by the SBCC on a case-by-case basis:

- a) all foster care students are not ESE students;
- b) not every foster care student who is an ESE student requires the appointment of a surrogate parent;

2.10 Surrogate Parent/Foster Care Homes. When a child is adjudicated by the court as dependent and is placed in a foster home and is identified as ESE, or potentially ESE, the foster parent serves as the parent unless there are more than four children in the home. If there are more than four children in the home, then a surrogate parent must be appointed for:

- a) potential ESE or ESE foster care students for whom a determination has been made that reunification with their parents is not a goal;
- b) potential ESE or ESE students for whom the court has terminated a parent's rights;
- c) children as determined on a case by case basis, who are entitled by law to a surrogate but who do not meet the criteria for children identified in a) or b).

2.11 Surrogate Parents/Residential Facilities. When a foster care student who is ESE, or potentially ESE, is placed by the court in a residential facility or is adjudicated to a residential facility, a surrogate must be appointed for:

- a) potential ESE or ESE foster care students for whom a determination has been made that reunification with their parents is not a goal;
- b) potential ESE or ESE students for whom the court has terminated a parent's rights;
- a) children as determined on a case by case basis, who are entitled by law to a surrogate but who do not meet the criteria for children identified in a) or b).

2.12 Training for Surrogate Parents.

- a) Each party agrees to jointly provide training for potential surrogate parents. The training will include the eligibility, IEP, and placement process for students with disabilities as well as the impact of abuse and neglect on a student's education.
- b) Foster parents may attend surrogate parent training offered by the CCPS.

2.13 Parental Rights/Exceptional Student Education. Unless prohibited by court order, biological parents may represent or participate in the process of determining the special education needs of their children.

2.14 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. It is intended that parents/guardians, students and clients have the rights of access, rights of challenge, and the rights of privacy in respect to records and reports, and that there will be strict adherence to all applicable laws and regulations pertaining to those rights.

2.15 Sharing of Information.

- a) Each party agrees to comply with Florida Statutes and Administrative Rules, including but not limited to FS 1002.22 Pupil and Student Records and Reports; Right of Parents, Guardians, Pupils, and Students; Notification; Penalty.
- b) Each party to this Agreement concurs that it may be necessary to restrict information sharing due to statutory prohibitions not contained in Chapter 39, F.S. (ethical practice or special situation). A third party psychological evaluation obtained by either of the signatory parties or an employee, thereof, may not be released without the express written consent of the author of such report, and/or written consent of the biological parent or determined by the court to be in the best interest of the child.
- c) Each party agrees to work collaboratively to continue to improve the technical interface needed to provide the efficient sharing of information.
- d) CBKN agrees to take all steps necessary to gain consent from the court, biological parent(s), and/or legal guardian of the child to enable the school district to provide to CBKN the educational records for out of home care children.

- e) CBKN agrees to provide to the Superintendent of Schools an updated monthly list of the out of home care children being served by CBKN.
- f) SBCC agrees to provide information on youth truancy to the CBKN designee on a monthly basis in order to support mandatory school attendance and agency collaboration.
- g) CBKN agrees to provide the child's school with a copy of the CBKN School Registration form each time there is a change in a child's foster care status that affects the delivery of services under this Agreement. Attached to that registration form shall be a copy of any court order that prohibits the biological parent or other person from contact with the student and any other court order, which may be relevant to the child's educational program or setting.
- h) Each party agrees to comply with the Rilya Wilson Act, Florida Statute 39.604. CBKN will provide SBCC with the CBKN "Implementation of the Rilya Wilson Act Plan".

#### 2.16 Student Assessment.

- a) CBKN agrees to the extent feasible, to require contracted agencies performing assessments of foster care students for CBKN to use instruments and procedures that are consistent with the SBCC requirements.
- b) SBCC agrees to accept assessments of foster care students completed by CBKN contracted agencies when they are consistent with instruments, procedures and qualifications used by the SBCC.

2.17 Background Check. All employees, appointees or agents who come into contact with student records shall first submit to and pass a background check in a manner prescribed by both the SBCC, CBKN and Florida Statutes.

#### 2.18 Agency Designees.

- a) The SBCC designee for the purpose of executing and administering this Agreement will be the Superintendent of Schools, who may assign a designated administrator for the purposes of monitoring compliance and educational program administration.
- b) The CBKN designee for the purpose of executing and administering this Agreement will be the Chief Executive Officer, CBKN, who may assign a designated administrator for the purpose of monitoring compliance with educational program administration.

2.19 Interagency Dispute. Each party agrees to comply with the following steps in the case of an interagency dispute:

- a) Step 1 is resolution of the dispute among staff at the local agency level; and
- b) Step 2 is resolution of the dispute between the district agency heads, i.e., the Superintendent of Schools and the Chief Executive Officer, CBKN.

2.20 Review. Each party agrees to review the interagency agreement to determine its effectiveness and to make recommendations for future enhancements, which may benefit the foster care youth of Clay County.

### **ARTICLE 3 - GENERAL CONDITIONS**

3.01 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.

3.02 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 of non-compliance with that law. Each party shall comply with confidentiality requirements pursuant to Chapter 39 regarding child abuse records.

3.03 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.

3.04 Termination. This Agreement may be cancelled by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 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 School Board:                      David L. Owens, Superintendent of Schools  
School Board of Clay County  
900 Walnut Street  
Green Cove Springs, Florida 32043

To The Agency:                        Irene M. Toto, MS, LMHC  
Chief Executive Officer  
Clay Baker Kids Net  
1726 Kingsley Avenue Suite #2  
Orange Park, Florida 32073

With a Copy to: Nancy Dreicer  
District Administrator  
Department of Children and Families  
5920 Arlington Expressway  
Jacksonville, Florida 32211

3.06 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.

3.07 Renewal. Upon completion of an annual review, this Agreement will be renewed with the concurrence of both agencies unless otherwise stated by either agency until June 2010.

3.08 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.

## **SIGNATURES**

These responsibilities are agreed to by the following authorized signatories.

CBKN:

\_\_\_\_\_  
Irene Toto, CBKN Chief Executive Officer

\_\_\_\_\_  
Date

SBCC:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Norma V. Martin, Director of Student Services

\_\_\_\_\_  
Date

**Clay & Baker Kids Net, Inc.  
Implementation of Rilya Wilson Act**

**Purpose:**

The purpose of this procedure is to implement the Rilya Wilson Act to ensure that children age three to school age in the care of Department of Children and Families (DCF) and served by Clay & Baker Kids Net, Inc. (CBKN), are enrolled in and attending an age appropriate educational program.

**Scope:**

This procedure requires all children enrolled in a licensed early education or child care program to attend the program five (5) days per week unless the court approves a modified schedule; and requires operators of the program the child attends to report attendance and discharge from the program to the child's Family Services Counselor (FSC).

Children (age 3 to school age), who are enrolled in a licensed early education or child care program, must have included in the case plan (filed with the court) a requirement for their ongoing attendance.

**Process:**

**Referral to early education or to a child care facility**

Children served by CBKN will be referred by their FSC to subsidized child care, pre-kindergarten, and/or Head Start for admission. This will occur immediately following the Early Services Intervention staffing (ESI).

**Enrollment in early education or child care**

Children accepted and enrolled into an early education or child care program are required to attend five (5) days a week. Attendance requirements must be incorporated into the child's initial case plan or amended into the current plan. Children who were enrolled in a program prior to the initiation of these procedures must have a case plan addendum filed with the court incorporating these requirements.

**Notification of early education or child care manager/directors**

The child's FSC must meet with the manager/director of the early education or child care facility to inform him/her that the child is required to attend the program under the Rilya Wilson Act. The FSC shall provide the number of days the child will be attending and review the procedures to follow if the child is absent. The manager/director will keep on file the FSC's name, telephone number, supervisor's name and telephone number.



The manager/director will be advised that the FSC must be contacted if the child has two unexcused absences or seven consecutive excused absences and that the child cannot be withdrawn from the program without the FSC's consent.

#### Unexcused absences or seven consecutive absences

If the manager/director notifies the FSC or supervisor that a child has not been attending, the FSC will make a home visit within one business day. The FSC will visit with the child and make certain that the child is well and at the home. The FSC will discuss with the custodian/caregiver that attendance is a requirement of the case plan. The FSC will assist the custodian/caregiver with any barriers that may be causing the non-attendance. At each judicial review, the FSC will provide the court with an update on the child's progress and attendance.

If the FSC visits the home and the child is missing, the FSC must follow CBKN's missing children policy.

If there is erratic attendance on an ongoing basis, the FSC will meet with the legal team to discuss initiation of court action for non-compliance with the case plan. If the non-compliance is within a licensed home, the FSC will notify the licensing unit immediately. A staffing will occur within five (5) business days to determine if the child should be moved to another licensed home.

All contacts with the early education or child care facility will be documented by the FSC into HomeSafeNet.

**Clay & Baker Kids Net, Inc.  
Implementation of Rilya Wilson Act**

**Child's Name:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Caregiver's Name:** \_\_\_\_\_ **Tel. #:** \_\_\_\_\_

**# of days required to attend child care or early education program:** \_\_\_\_\_

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**Family service Counselor's Name:** \_\_\_\_\_

**Telephone #: 278-5644, ext.** \_\_\_\_\_ **Cell#:** \_\_\_\_\_

**CBKN Supervisor's Name:** \_\_\_\_\_

**Telephone #: 278-5644, ext.** \_\_\_\_\_ **Cell#:** \_\_\_\_\_

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**\*Two (2) unexcused absences – or – seven (7) consecutive excused absences:  
Contact the FSC or supervisor immediately.**

**\*\*Erratic attendance or numerous tardies:  
Contact the FSC or supervisor with five (5) business days.**

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**~This document is to be completed by the Family Services Counselor,  
provided to the Director/Manager of the child care or early education program,  
and maintained at the program site.~**

**Clay & Baker Kids Net, Inc.  
Implementation of Rilya Wilson Act**

**Child’s Name:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Caregiver’s Name:** \_\_\_\_\_ **Tele.#** \_\_\_\_\_

**Child’s Day Care/Early Education Program:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_

**Director/Manager:** \_\_\_\_\_

**# of days required to attend child care or early education program:** \_\_\_\_\_

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**Document any unexcused absences, more than seven (7) consecutive excused absences, erratic attendance, or numerous tardies below.  
\*\*Include date notified, visits to home, and outcome.\*\*  
Submit documentation to Provider Relations Manager.**


**\*\*To be completed by Family Services Counselor or Client Services Manager.**