

INTERAGENCY AGREEMENT

THIS INTERAGENCY AGREEMENT is made and entered into as of this 17th day of May, 2007, pursuant to section 39.0016, Florida Statutes, by and between

THE SCHOOL BOARD OF CLAY COUNTY

(hereinafter referred to as "The Board")

and

THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

(hereinafter referred to as "DCF" and/or the department). DCF refers to staff of the Department of Children and Families and staff of Clay & Baker Kids Net, Inc. providers who serve abused, neglected and abandoned children in lieu of the department.

and

collectively hereinafter referred to as the "Parties".

1. **Purpose.** The purpose of this Agreement is to promote collaboration among DCF/CBKN and The Board to meet the educational needs of children known to the department. Stability within the educational setting and educational progress, including progress toward post-secondary education, are critical factors to meeting the needs of these children.
2. **Population Served.** Section 39.0016 (4), Florida Statutes, requires DCF/CBKN to locally enter into agreements with district school boards regarding 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 district school board. These children are served while remaining in their own homes, or they have been placed by DCF or by order of the court in a licensed setting in a shelter home

or facility, a foster family or group home, a residential child care institution, or in an unlicensed setting with a relative or non-relative, or any combination thereof.

3. Definitions.

a. Children Known to the Department: 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 Department of Children and Families.

b. Parent: Section 1000.21 (5), Florida Statutes, provides the definition of parent to be “either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of a parent”.

4. Special Conditions.

a. Term. This Agreement shall be in effect from the date of execution by all parties, and shall continue through June 30, 2010.

b. Dissemination of Agreement. Each party agrees to disseminate this Agreement to appropriate personnel in each agency and to provide information about the agreement and technical assistance in the implementation of the Agreement.

c. Agency Collaboration. In order to support continued collaboration, the agency designees agree to define and establish communication protocols, identify responsible staff, and facilitate prompt and substantive information sharing and communication among the Parties.

d. Liaisons. The Parties agree to each promote the appointment of a Liaison with the intent that such liaisons shall be responsible for implementation of the required

local agreements. The liaisons shall work to achieve appropriate educational, job training and employment services for children.

5. **Training and Staff Development.** Each Party agrees to promote the provision of training and staff development related to the implementation of this Agreement.

a. DCF/CBKN shall offer opportunities for education personnel and surrogate parents to participate in training, which may include:

1) Training for parents in cases in which reunification is the goal, or for pre-adoptive parents when adoption is the goal, so that such parents learn how to access the services and the importance of their involvement in the education of the children.

2) Training for caseworkers and foster parents to include information on the right of the child to an education, the role of education in the development and adjustment of a child, the proper ways to access education and related services for the child, and the importance and strategies for parental involvement in education for the success of the child.

3) Training of caseworkers regarding the services and information available through the local school district, including, but not limited to, the current Sunshine State Standards, the Surrogate Parent Training Materials, and other resources to facilitate educational access for a child.

b. DCF/CBKN will promote practices that engage caseworkers and foster parents in the education of 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.

c. The Board shall:

1) Allow Guardians Ad Litem and foster parents to attend surrogate parent training offered by school district Exceptional Student Education (ESE) staff or other persons designated by the school district.

2) Encourage participation in DCF's conferences.

6. **Sharing of Information.** 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, Florida Statutes, and 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 and other benefits;

b. That it may be necessary to restrict information sharing due to statutory prohibitions other than those enunciated in section 39.202, Florida Statutes. It is understood that the sharing of student records with parental or custodial consent does not abrogate the confidentiality of the records as to other non-designated parties;

c. To promote the sharing of all information, including lists of services available in each local area, on an on-going basis. In particular, The Board shall promote the identification of the services available within each school district that the school district believes are reasonably necessary to meet the needs of, and to facilitate educational access for a child. A listing of these services shall be provided to CBKN and DCF staff. The services identified shall include, but not be limited to, current Sunshine State Standards, the Surrogate Parent Training Materials, and other resources to facilitate educational access. The Board shall provide updates of these listings to DCF/CBKN annually and upon significant change.

d. DCF/CBKN shall take all steps necessary to promote consent by the court, natural parent(s) and/or legal guardians of the children to enable school districts to provide to DCF/CBKN the educational and job training records for children known to the department. The Board has an approved consent form for this purpose. (Include as an Attachment.)

e. DCF/CBKN shall:

1) Provide notification to the school and school district the name and phone number of the child, the child's caregiver and the child's caseworker for child safety purposes;

2) For children in foster care:

a) Provide the child's school and the district School Board's Liaison a copy of the Foster Care School Registration Form (include as attachment) at initial removal from the child's guardians and any subsequent change in a child's status in foster care that affects the delivery of services under this Agreement. Attached to that Registration Form shall be a copy of any court orders that prohibit the child's guardian or any other person from contact with the student or contain any information which may be relevant to the child's educational program or setting;

b) Ensure that the Foster Care School Registration Form and its attachments are provided to the assigned school at the time of the status change in Foster Care status or no later than 72 hours subsequent to the change. A change in caseworker shall result in the update of a Foster Care School Registration Form so that the school has accurate contact information;

3) Share information about a child with the school district, consistent with the Family Educational Rights and Privacy Act, since the sharing of information will

assist each agency in obtaining education and related services for the benefit of the child.

4) Ensure that current psychological and/or psychiatric evaluations of the child that were obtained by DCF/CBKN and have relevant information related to the educational needs of the child, shall be provided to the assigned District School Board, who in turn shall ensure that the information is considered in determining the educational and job training services required to meet the needs of the child. A court order for the exchange of information may substitute for a release if it is determined by the court to be in the best interest of the child.

f. The Board shall:

1) Ensure continued access to the Free and Reduced Lunch Program upon notification regarding a child's change of status to "a child known to the department";

2) Provide access to information on child's attendance to DCF/CBKN in order to support continued school attendance and agency collaboration;

3) Provide a transcript of each student's annual academic record to DCF/CBKN;

7. **Educational Stabilization.** In order to facilitate the school attendance necessary for academic achievement, The Board and DCF/CBKN will explore methods of encouraging prompt enrollment, continuation of children in the school of origin whenever safe and feasible, and regular attendance.

a. DCF/CBKN will minimize removing children from school to attend appointments, attend court hearings, and non-emergency changes of placement during a school quarter or semester.

b. The Board and DCF/CBKN shall take the following steps to support school stability for children who experience a change in out-of-home placement:

- 1) Promote the placement of students in foster care homes within or closest to their home school boundaries;
- 2) Promote the continuity of school placement for children who are in an out-of-home placement when they move to a placement in a new school zone.
- 3) Promote the provision of transportation for students living in an 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;
- 4) Promote recognition of the authority of foster parents to enroll in school the children who are in their care, pursuant to section 1002.21(5); Florida Statutes.

8. **Transportation.** The Parties agree to promote the availability of transportation resources for children who are in out-of-home care to ensure they can access education and job training, as follows:

- a. DCF/CBKN shall explore the purchase of public transportation system passes.
- b. DCF/CBKN 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.

9. **Case Planning.** The Parties shall promote the involvement of school district personnel in the DCF/CBKN case planning process, as necessary, to effectively address educational and job training issues regarding children.

a. DCF/CBKN shall notify the District School Board Liaison of DCF/CBKN case planning both at the time of plan development and plan review. The Board may provide relevant educational information regarding the child.

b. The Board shall provide individualized student intervention for all students, and for students with disabilities who have individual educational programs (IEPs) or Section 504 plans, 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 to maximize the attainment of educational goals.

10. **Pursuit of Post Secondary Education.** The parties recognize the importance of encouraging post secondary education pursuits for children and agree to work collaboratively to encourage continued education for as many youth as possible. The Board will:

a. Assist DCF/CBKN with the education of youth (as well as youth adopted over the age of 16) regarding the availability of funding options to assist with post-secondary pursuits.

b. Provide on-going guidance support for children to ensure that they are aware of post secondary options.

11. **Opening and Closing of Licensed Residential Programs.** The DCF/CBKN Liaison shall provide written notice to The Board when it plans to open or close a group residential program.

12. **Parental Rights/Exceptional Student Education (ESE).** Coordination of services for a child 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 and state implementing laws, rules and assurances, may include:

- a. Referral for screening;
- b. Sharing of evaluations between The Board and DCF/CBKN when appropriate;
- c. Provision of specially designed instruction, special education and related services appropriate for the needs and abilities of a child;
- d. Coordination of services and plans between the school and the child's residential setting to avoid duplication or conflicting service plans;
- e. Appointment of a surrogate parent, consistent with the Individuals with Disabilities Education Guidelines, for educational purposes for a child who qualifies as soon as the child 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/CBKN and the courts, without regard to where the child is placed so that one surrogate parent can follow the education of the child during his or her entire time in state custody.

13. Psycho-educational and Psychological Assessments:

- a. DCF/CBKN, to the extent feasible, shall require contracted agencies and individuals performing psycho-educational assessments of children to use evaluation instruments and procedures that are consistent with school district requirements as outlined in school districts' Special Programs and Procedures for the Provision of Special Instruction and Services for Exceptional Students;
- b. The Board acknowledges the requirement for the consideration of outside assessments including those completed by DCF contracted agencies and individuals

when they are consistent with evaluation instruments and procedures established by the district school board.

14. **Independent Living Skills.** The Parties agree to promote collaborative programming, as required by IDEA, for each child who has or is suspected of having a disability and is 14 years of age and older. This is to include independent living transition planning by DCF/CBKN and all of the child's service providers to meet the requirements of the local school district for educational purposes. The collaboration shall be designed to enhance but not supplant The Board's responsibilities under IDEA. Where applicable, collaborative programming on independent living skills and post high school opportunities shall also be undertaken for children not having a known or suspected disability.

Agency Designees. The Parties agree that for the purpose of executing, administering and monitoring compliance with the requirements of this agreement:

- a. The Board's designee shall be: Norma Martin-Director of Student Services.
- b. The DCF designee shall be: Patricia Medlock- Program Administrator/Protective Investigations.
- c. The CBKN designee shall be: Kimberly Miller-Contract Specialist.

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 the staff who surfaced the issue;
and
- b. Step 2 is resolution of the dispute among the Liaison; and
- c. Step 3 is resolution of the dispute by signers of this Agreement.

Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

The School Board of Clay County

Carol Vallencourt
School Board Chair

Date

David L. Owens
School Superintendent

Date

Florida Department of Children and Families

Nancy Driecer
District Administrator

Date

Clay & Baker Kids Net, Inc.

Irene M. Toto
Chief Executive Officer

Date