

CIRCUIT 12 EDUCATIONAL INTERAGENCY AGREEMENT

THIS INTERAGENCY AGREEMENT is made and entered by and between

THE SCHOOL BOARD OF DESOTO COUNTY, FLORIDA

(hereinafter referred to as "SB"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 530 LaSolona Ave., Arcadia, Florida, 34266; and

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

(hereinafter referred to as "SB"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 215 Manatee Avenue West, Bradenton, Florida, 34205; and

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

(hereinafter referred to as "SB"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 1960 Landings Blvd., Sarasota, Florida, 34231; and

THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

(hereinafter referred to as "DCF"), an agency of the State of Florida with a place of business at 9393 North Florida Avenue, Tampa, Florida, 33612; and

MANATEE COUNTY SHERIFF'S OFFICE

MANATEE COUNTY CHILD PROTECTION INVESTIGATIONS

(hereinafter referred to as "MSO"), whose principal place of business is 5651 Manatee Avenue West, Bradenton, Florida, 34209; and

SARASOTA FAMILY YMCA, INC.

CBC LEAD AGENCY FOR THE SAFE CHILDREN COALITION

(hereinafter referred to as "SCC"), whose principal place of business is One South School Avenue, Sarasota, Florida, 34236; and

SUNCOAST WORKFORCE

Florida Workforce Region 18

(hereinafter referred to as "FW"), whose principal place of business is 3660 N. Washington Blvd, Sarasota, Florida 34234; and

HEARTLAND WORKFORCE

Florida Workforce Region 19

(hereinafter referred to as "FW"), whose principal place of business is 5901 US Highway 27 S., Suite 1, Sebring, Florida 33870; and

AGENCY FOR PERSONS WITH DISABILITY

(hereinafter referred to as “APD”), an agency of the State of Florida with a place of business at 1313 N. Tampa Street, Suite 513, Tampa, FL 33602; and

DEPARTMENT OF JUVENILE JUSTICE

(hereinafter referred to as “DJJ”), an agency of the State of Florida with a place of business at 701 Cortez Road West, Bradenton, FL 34207, collectively hereinafter referred to as the “Parties”.

WHEREAS, SB must fulfill their constitutional obligation to educate children of compulsory school age; and

WHEREAS, DCF/MSO is the local agency to provide, the full range of child protective investigations under Florida Statutes and Administrative Rules; and

WHEREAS, SCC is a private, not for profit corporation and an independent contractor, under a contract with DCF to provide the full range of foster care services pursuant to section 409.1671, Florida Statutes (2009); and

WHEREAS, FW is a local agency providing career development, training and employment services under the Workforce Investment Act and related workforce programs through its One-Stop Career Centers, including youth programming overseen by its Youth Councils; and

WHEREAS, APD is a state agency working in partnership with local communities and private providers to assist people who have developmental disabilities and their families; and

WHEREAS, DJJ is a state agency working to increase public safety by reducing juvenile delinquency through effective prevention, intervention and treatment services that strengthen families and turn around the lives of troubled youth; and

WHEREAS, children will be identified for service needs through referrals made from DCF Child Protection Investigations in Desoto and Sarasota Counties and acting through their grant with the Manatee County Sheriff’s Office for Child Protection Investigations, and acting through their contracted Community Based Care provider, Sarasota Family YMCA- Safe Children Coalition; and

WHEREAS, the coordination of services and supports across agencies is critical to positive educational and meaningful life outcomes for Florida’s children. Such services require the coordinated flow of information across multiple child-serving agencies to ensure that policy, procedure, service delivery and resource development are provided in a manner that maximizes the likelihood of positive outcomes.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties to this Agreement, and for other good and valuable consideration, the parties hereto agree as follow:

1. Effective Date

The terms of this Interagency Agreement shall begin on the date of the last signature and shall continue until June 30, 2013, unless earlier terminated pursuant to paragraph 3(h), below. Amendments may be made to the Agreement based on changes in law, policy or procedures and upon signed agreement by the Parties. The Agreement will be reviewed annually for accuracy and compliance with applicable laws.

2. Definitions

- a. "Children Known To The Department" or "youth" means children who are found to be dependent or children in shelter care.
- b. "Parent" means 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.
- c. "Surrogate parent" means an individual appointed to act in the place of a parent in educational decision-making and in safeguarding a student's rights under the Individuals with Disabilities Education Act ("IDEA").

3. General

- a. **Intent of the Parties.** The parties acknowledge that the well-being of children, youth and young adults across child and youth serving systems and the progress of the youth in appropriate educational and career/technical (vocational) programs requires a commitment of the Parties to work together. Further, stability within the educational setting and educational progress, including progress toward post-secondary education, and the employability skills through either vocational or post-secondary education are important to the youth served by all parties to this Agreement.
- b. **Non-Conflicting Agreements.** This Agreement does not preclude or preempt any Party from entering into non-conflicting agreements with other Parties or parties outside of this Agreement and does not affect or impair any existing agreement between or among any Parties or between any Party and any other party. Such agreements shall not nullify the force and effect of this Agreement.
- c. **Dissemination and Support.** Each party agrees to disseminate this Agreement to appropriate personnel in each agency and to provide technical assistance in the implementation of the Agreement.

d. Background Check. All employees, appointees or agents who come into contact with students shall first submit to and clear a background check in a manner prescribed by section 435.04, 1012.465, 1012.467 and 1012.468, Florida Statutes (2009).

e. 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.

f. 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.

g. 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.

h. Termination. This Agreement may be canceled by any of the Parties without cause during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

i. Records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to section 119.07, Florida Statutes (2009), and any resultant award for attorney's fees for non-compliance with that law. Each party shall comply with confidentiality requirements pursuant to Federal and State law including but not limited to Chapter 39, Florida Statutes (2009), regarding child abuse records, applicable sections of the Health Insurance Portability and Accountability Act (HIPAA), and the Family Educational Rights and Privacy Act (FERPA).

j. 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 understandings 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.

k. **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.

l. **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.

m. **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 shall not be deemed a waiver of such provision or modification 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.

n. **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.

o. **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 controversies or legal issues 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 Twelfth Judicial Circuit of the counties of Desoto, Manatee, and Sarasota, Florida, in the county of the affected agencies.

p. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

q. **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.

r. **Force Majeure.** No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, 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 condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense.

s. **Place of Performance.** All obligations of SB under the terms of this Agreement are reasonably capable of being performed in Desoto/Manatee/Sarasota County, Florida and shall be payable and performable in Desoto/Manatee/Sarasota County, Florida.

t. **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 invalidity, illegality, unenforceability, unlawfulness 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.

u. **No Indemnification.** No Party shall indemnify or otherwise be held responsible for the actions of any other Party to this Agreement or any breach of the Agreement resulting therefrom.

4. Interagency Collaboration/Liaisons:

Each Party will designate a representative to serve as a liaison for its respective agency to assist in the coordination, collaboration and implementation of this Agreement. In order to support the continued collaboration, the representatives will meet at least quarterly and may submit a progress report on the Agreement and its components which shall be transmitted to the principal of each Party in its entirety. The representatives or their designees may appoint workgroups or invite additional representatives from key local agencies to meet or participate on an as-needed basis. The representatives agree the work under this Agreement shall include all efforts necessary to improve the education and employment outcomes of the youth affected by this Agreement. Areas of work shall specifically include but not be limited to:

- a. Defining and establishing communication protocols, identify responsible staff, and facilitating prompt and substantive information sharing and communication between the Parties.
- b. Resolving any youth-specific cases needing immediate attention by the Parties. If the issues are complex or involve multiple agencies and cannot be resolved between the Parties, a request for a Multiagency Staffing shall be made to the DCF Suncoast Regional Director for resolution.
- c. Distributing regularly updated staff listings with telephone numbers and/or email addresses, including updated contact information for agency liaisons and designees, if different.

5. Training and Staff Development:

DCF/MSO, SCC, SB, FW, DJJ, and APD agree to the provision of specific training and staff development related to the implementation of this Agreement and to share expertise to better service the youth:

a. SCC will provide training for parents and families in cases in which reunification is the goal, or for pre-adoptive parents when adoption is the goal, so that such parents and care givers learn how to access the services needed to produce positive educational outcomes for the youth and the importance of their involvement in the education and life of the youth.

b. SCC will provide training for dependency caseworkers, foster parents (substitute care givers or providers) and waiver support coordinators to include information on the rights of the youth to an education, the role of an education in the development and adjustment of a youth, the proper and varied ways to access education and related services for the youth, and the importance and strategies for parent involvement in education for the success of the youth. SCC will promote practices that engage caseworkers and foster parents in the education of youth such as attendance at parent-teacher conferences, school open houses, and other events significant to the education of the youth and creating the message to the youth that his or her education is important to the adults in his or her life.

c. SCC will ensure the provision of training for dependency caseworkers regarding the services and information available through the SB and other education related organizations such as the Florida Diagnostic and Learning Resource Services (FDLRS) including, but not limited to, the current Sunshine State Standards, the Surrogate Parent Training program and Manual, and other resources accessible through the SB to facilitate educational access for youth and his/her parents.

d. SCC and DCF/MSO will consult with the SB at their request on the dependency system, working with foster children/youth and independent living criteria.

e. SB shall allow Guardians ad Litem (GAL) and foster parents to attend surrogate parent training offered through the SB. This includes the promotion of the use of the FDLRS in the recruitment and training of surrogate parents (34 CFR 300.519). The training will also include eligibility criteria, IEP (Individual Education Plan), and placement processes for students with disabilities, and the impact of abuse and neglect on said student's education. The SB shall offer training to individuals desiring to become surrogate parents.

f. Guardians Ad Litem and foster parents may attend surrogate parent training offered by the SB.

g. When a child is placed in licensed out of home care, including specialized therapeutic foster care and residential programs, and has been identified as requiring, or potentially requiring, ESE services, the GAL, foster parent, surrogate parent or other caretaker may serve as the parent for educational purposes if:

- The student's natural parents' whereabouts or identity is unknown; or
- A court of competent jurisdiction has terminated the parents' rights; or
- There are more than five children in the licensed out of home placement; or
- The child is entitled by law to a surrogate but does not fit the criteria for children identified above, as determined on a case by case basis.

h. SB shall offer resources for Independent Living transition and educational transition planning and will work with SCC to develop suggested guidelines for transition plans to meet the special needs of students.

i. SB shall collaborate with SCC on the provision of a designated school based staff member or designated District Liaison for foster care youth to assist in meeting their educational goals, contingent on the availability of funding.

j. SB shall consult with SCC care managers and supervisors, caregivers, Guardians ad Litem, and other interested parties at their request regarding the programs available for Exceptional Students.

k. FW will provide training to staff from SCC, DCF/MSO, DJJ, SB, and other interested parties at their request on the programs and eligibility criteria available for adults so that appropriate referrals of parents to these programs may be made to assist in the successful reunification of parents and children.

l. APD will provide training to SCC, DCF/MSO, DJJ, FW and SB staff at their request regarding APD programs and eligibility criteria.

m. DJJ will provide training to SCC, DCF/MSO, FW and SB staff at their request regarding DJJ programs.

6. Sharing of Information

All Parties agree:

a. To share, to the fullest extent permissible and in compliance with federal law, Florida Statutes and Administrative Rules, including but not limited to Chapter 39, F.S. and sections 163.64 and 1002.22, F.S., relevant information relative to the students in foster care as would be pertinent to their educational growth and other benefit.

- b. That it may be necessary to restrict information sharing due to statutory prohibitions other than those enunciated in section 39.202, F.S. It is understood that the sharing of psychological evaluations with parental or custodial consent does not abrogate the confidentiality of the evaluation as to other non-designated parties.
- c. To collaboratively continue to improve the technical interface between the Parties to provide for the efficient sharing of information.
- d. Upon request, SCC shall provide to the SB Superintendent's designee, an updated monthly electronic list of children in out-of-home care residing in licensed settings in order to confirm the identity of the youth who are actively enrolled in school and their location.
- e. SCC shall maintain a current database of clients and their respective case managers and shall notify the school liaison(s) of changes. DCF and SCC will continue to input data into the FSFN system if applicable.
- f. SB shall continue to provide access to the Free and Reduced Lunch Program upon notification of a child's change of status.
- g. SB shall provide information on youth attendance to the SCC case manager quarterly and upon request in order to support continued school attendance and agency collaboration.
- h. SB shall provide to SCC quarterly and upon request a transcript of the youth's quarterly academic record.
- i. SCC or their designee, shall to the fullest extent possible ensure that the School Enrollment Form and its attachments (i.e. custody letter) are provided to the school liaison(s) for the assigned school for any school-aged child in SCC custody within 72 hours of any change in the child's foster care status. SCC shall make available to the school based liaison(s) the name, telephone number, caregiver name and caseworker name for each child in the custody of SCC or in out-of-home care under the protective supervision of SCC. The school liaison(s) is responsible for communication with the principal of the child's assigned school to share the change in placement as reported by the SCC liaison and work hand-in-hand with the SCC case manager.
- j. SB shall provide notice to SCC's case management staff when district mandated parental correspondence is released so that child advocates can be involved to promote school success.

k. Subject to being provided with the documents referenced in subparagraphs (l) and (m) below, SB shall ensure student evaluations including but not limited to school social work assessments, psychological, psychiatric, medical evaluations, and transitional assessments done by SB shall be provided to the SCC liaisons.

l. SCC shall seek appropriate releases, orders, or consents from the court, natural parents, or legal guardians of the child to enable an exchange of current comprehensive behavioral/health assessments, psychological, psychiatric and medical evaluations between SCC or SB. The SCC liaison(s) will meet with the appropriate school based ESE staff to determine the educational services recommended to meet the needs of the foster care child. A court order for the exchange of evaluations may substitute for a release, if it is determined by the court to be in the best interest of the child. If ESE services are recommended, the appropriate education procedures shall be followed.

m. All requests for student record information from SCC to SB will be accompanied by either an SCC release signed by the parent or a copy of the Shelter Order.

n. SB shall cooperate with DCF/MSO staff in the investigations of alleged child abuse, neglect, or abandonment and SCC/DJJ in their obligation to supervise children in their custody. Allegations of child abuse, neglect or abandonment may result in a child being interviewed at school. Such interviews will be conducted in accordance with section 39.301(19), Florida Statutes (2009), and any other applicable law and as follows:

1. DCF/MSO, DJJ, and SCC staff must check-in through the school office;
2. DCF/MSO, DJJ, and SCC staff must identify themselves (including picture ID) to the school principal or his/her designee, and indicate the purpose of their visit, including the name of the child they need to see. The DCF/MSO staff will leave a copy of their business card with the appropriate contact information;
3. School staff will make the child available to the DCF/MSO, DJJ, and SCC staff;
4. The DCF/MSO investigator has the authority by Chapter 39, F.S., to take the child into custody. In exercising their authority to take the child into custody and remove the child from school the investigator will advise the principal or his/her designee and sign the child out of school, using the sign-out form maintained in the school office;
5. The DCF/MSO, DJJ, and SCC staff will comply with Chapter 39, F.S.

o. Once negotiations are completed and protocols developed, DCF shall provide access to the SB to the Florida Safe Families Network (FSFN) case management system to obtain information about Children Known To The Department, consistent with the FERPA as determined in the state level protocol for DOE

FSFN Access, under s. 39.0016 (2) (a), Florida Statutes (2009). DCF shall develop a protocol to provide access to a designated employee of the SB to their electronic data file system.

p. FW shall promote the identification of employment and training services available and a listing of these services to all the parties. FW will provide current information on available youth services on their websites.

7. Educational Stabilization

Each party agrees:

a. The Parties shall develop and support program initiatives to facilitate the effective and efficient delivery of education and related services to eligible students placed in licensed out-of-home care settings;

b. SCC shall attempt to place students in out-of-home care homes within or closest to their school of origin boundaries to facilitate stabilization of school placements. The school of origin is the last school the child attended before the out-of-home care placement.

c. DCF/MSO/SCC will enroll youth in school immediately.

d. SB shall enroll youth in state care who have previously been enrolled in Florida Public School immediately even if they do not have all necessary paperwork.

e. When a school-aged child has been placed in the legal custody of DCF/MSO/SCC pursuant to a court order, and the child will be residing in Desoto, Manatee, or Sarasota County, a copy of this court order will be provided to the school based liaison. If there are changes in DCF/MSO/SCC authorized agency providers, DCF/MSO/SCC will promptly notify the school based liaison. Pursuant to its contract with DCF, SCC places children in out-of-home care. As a result, foster parents have the authority to enroll children in their care for school. This authority is documented in a "placement letter" developed by the SCC which is provided to the foster parents. This placement letter is sufficient documentation for a foster parent to:

1. Enroll a foster child in their care in the foster parent's zoned school.
2. Allow the child to remain in his/her current school if they qualify under the McKinney Act.
3. Participate as a "guardians" on behalf of the foster child.

4. Maintain the student's current school placement if the parent presents the "placement letter" to the office for School Choice.

f. DCF/MSO/SCC shall examine new expansion of uses of Title IV-E funding to include school transportation.

g. DCF/SCC will provide authorization to foster parents or case workers to provide permission for youth to participate in school clubs, after-school activities, sports and social events for all ages and utilize "Normalcy Plans" for older youth. Include this participation as a service to the youth in their case plans, and coordinate transportation to and from all such activities.

h. DCF shall establish some requirement for school involvement for persons acting as parents to the youth.

8. Transportation

SCC, DCF/MSO, and SB agree to promote the availability of transportation resources for youth who are in out-of-home care to ensure that they can access education, job training and employment services as follows:

a. For students who do not meet the McKinney Act definition, the SB and DCF or SCC shall make every effort to provide school transportation for students in out-of-home care when it is deemed to be in the best interest of the student to attend a school outside the attendance zone of the out-of-home care location.

b. For students who meet the McKinney Act definition, the SB must provide transportation to the school of origin for the remainder of the school year when it is in the student's best interest or at the discretion of the parent/guardian.

c. DCF/SCC retain the responsibility to coordinate temporary transportation for students to and from school during the time that SB transportation is being arranged.

9. Dependency Case Planning

To effectively address educational, developmental or other disabilities, job training and employment issues, it is critical to include all parties who are involved with a child in the dependency case planning process. Therefore, it is agreed that:

a. SCC case management staff may notify all appropriate parties at the time of case planning development and case plan review.

b. SB, upon receipt of an appropriate parental consent or court order, shall provide relevant educational information to assist in good case planning at the development of the case plan and at case plan review.

- c. SCC staff will make appropriate referrals to APD if it is believed that the youth may be in need of/eligible for their services.
- d. APD staff will appropriately evaluate a client for eligibility and, if the youth is eligible, participate in the case planning development and review and provide any appropriate, relevant information.
- e. DJJ staff will participate in the development of the case plan and review when the client is active with DJJ. If the client becomes active with DJJ subsequent to the case planning process, the DJJ counselor shall share any relevant information regarding the youth's offense, dispositions and court ordered supervision requirements and participate in the case plan reviews.
- f. FW staff will participate in the case planning process and case plan review for any youth in the child welfare system who is receiving their services and share all necessary/relevant information.
- g. Each party referred to above shall keep each other informed on changes in status and/or change in case manager/counselor/support coordinator, etc.
- h. DCF/MSO shall contact the other Parties if they receive an investigation regarding a child active in the child welfare system who is receiving services from a Party as part of the investigative process.
- i. Any Party may contact the DCF Suncoast Regional Operations Manager to request a multiagency staffing when there are problems/concerns regarding case planning for a youth involved in multiple programs.
- j. SCC and the SB shall cooperate in ensuring that each youth has a legally appropriate educational decision-maker and identify that person in the judicial record. If the school system or the court has appointed a surrogate parent for education decision making, that individual shall be invited to the portion of the case plan review regarding that youth.
- k. DCF, SCC, and the SB will develop and implement protocols for rapid notice by schools to DCF, SCC, foster parent, or surrogate parent, when a youth is evidencing at-risk behaviors in school, truancy, lack of school progress.
- l. SB shall be cognizant of students in out of home care and consider other forms of intervention and positive behavior support before suspension, expulsion or referring youth in out of home care to the delinquency system or alternative schools. Schools are required to follow school board approved Code of Student Conduct procedures, which may include escalating levels of intervention for all students.

m. SB will define absence from school or class for documented DCF purposes as an excused absence and prohibit loss of credit or other negative impact for unavoidable absences.

10. Pursuit of Post Secondary Education

The Parties recognize the importance of encouraging post-secondary education pursuits for the youth and agree to work collaboratively to encourage continued education to the highest level achievable for as many youth as possible. SB will assist the Parties with the education of Youth Known To The Department as well as youth adopted over the age of 13, regarding the availability of financial assistance to include tuition exemptions, help with post-secondary pursuits. SB shall promote the provision of ongoing guidance support for the children/youth to ensure that they are aware of post-secondary options as to all relevant school and financial opportunities and will encourage school districts to include strategies for providing on-going guidance support in local agreements.

a. DCF/SCC and the SB shall educate youth fully on all requirements for higher education and financial aid, including necessary testing and applications, and the deadlines for each. Ensure that youth are provided access and preparation for the SAT, ACT, CPT, and/or the TABE.

b. SB shall educate students and caregivers on alternative education options including dual enrollment vocational programs and GED.

c. DCF shall cooperate with the Florida Department of Education to create uniform documentation for residency and tuition exemption purposes so that the DCF System can ensure that all youth can exit care with the required documents to enroll in post-secondary institutions.

11. Priority Employment, Training and Support Service, and Early Learning Programs

The Parties recognize the importance of FW providing employment and support for the youth, including but not limited to eligible foster care participants receiving independent living transition services, youth in the juvenile justice system, and youth with disabilities. FW shall facilitate the provision of such services through interagency involvement and promoting the following:

- a. Attendance of DCF and SCC representatives at the FW board meetings.
- b. Providing DCF and SCC with a description of local referral processes for employment and training services.
- c. Informing the various stakeholders about the available service array and the need for services.

- d. Distributing information about career awareness opportunities and promoting labor market information on jobs in demand at the state and local level for the appropriate education level of each youth.
- e. Establishing strategies for coordination of the various funding sources and services regarding employment and training.
- f. Exploring ways to collaborate, improve and expand on Operation Full Employment with DCF and SCC.

12. Opening and Closing of Licensed Residential Programs

In order to give the respective Parties sufficient time for program and resource planning, DCF shall ensure that all applications for residential group care licenses contain information regarding contact with the SB and an educational plan. In addition, if there is a closure of a licensed residential group care agency the SB will be notified as soon as possible of the planned or emergency closing of the facility. DCF shall notify the SB when supervision is initiated and/or a contractual relationship is entered into or terminated with a residential provider within the Circuit boundaries.

13. Parental Rights/Exceptional Student Education (ESE)

In order to ensure that youth receive an appropriate education consistent with IDEA and state implementing laws, rules and assurances, the coordination of services for a youth who has or may have a disability, may include:

- a. Referral for screening and evaluations to determine eligibility.
- b. Sharing of evaluations between the Parties as appropriate.
- c. Provision of specially designed instruction and related services appropriate for the needs and abilities of a youth.
- d. Coordination of services and plans between the SB and the youth's caregivers or residential setting to avoid duplication or conflicting services plans.
- e. Appointment of a surrogate parent by the SB or dependency court, consistent with IDEA for educational purposes for a youth who qualifies as soon as the child is determined to be without a parent to act for the youth. A surrogate parent shall be appointed as provided by law with consideration given to individuals who know the youth, and recommendations made by DCF/MSO or SCC and the courts, without regard to where the youth is placed, so that one surrogate parent can follow the education of the youth during his or her entire time in state custody (34 CFR 300.519 and section 39.0016, Florida Statutes 2009).

f. The SB shall promote the requirement that individualized student intervention shall be provided when it has been determined that the student needs individualized intervention provided to students with disabilities who have IEP's or Section 504 plans when a determination has been made through legally appropriate criteria that intervention services are required. The intervention or IEP must include strategies to enable the youth to maximize the attainment of educational goals. The SCC case manager may not sign as the parent or surrogate for a referral for an evaluation for an IEP or as authorizing participation in the program (34 CFR 300.13).

14. Psycho-educational and Psychological Assessments:

Each Party agrees:

- a. SB agrees to consider assessments of students in foster care completed by DCF and SCC contracted agencies and individuals when they are consistent with evaluation instruments and procedures used by SB.
- b. DCF and SCC will require contracted agencies and individuals to provide appropriate identification and documentation when completing assessments in a school setting.

15. Independent Living Skills.

SCC and SB agree to promote collaborative programming as required by IDEA, for each youth who has or is suspected of having a disability and is 14 years of age and older to include independent living transition planning by SCC and all the youth'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 SB responsibilities under IDEA.

SCC and SB shall work to promote 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, the Parties shall also undertake collaborative programming on independent living skills and post high school opportunities for youth not having a known or suspected disability.

16. Early Intervention.

DCF/MSO, SCC and SB shall engage in collaborative efforts and develop protocols for identifying preschool age youth who may qualify for Part C of IDEA. Parties will refer to the provision of services through the executed and negotiated Phase 1 agreements in Sarasota and Manatee County which include the school districts, Early Steps and FDLRS, in order to ensure that the processes for the transitions of children at age three from Part C (Early Steps) to Part B (School District) and for Desoto County the "Interagency

Procedures for Transition of Young Children with Disabilities, Birth to Kindergarten” to ensure that early intervention services are provided through Part C under IDEA.

17. Quarterly Meetings

Representatives from DCF, MSO, SCC, DJJ, APD, FW and SB shall continue to meet, at least quarterly, to review/refine/enhance the coordination and quality of educational services to children in the child welfare system.

18. Disputes.

- a. When a dispute develops between or among Parties, each Party to the dispute shall refer the dispute to the next level of supervision up the chain of command until a resolution is reached. If a resolution cannot be reached, it will be referred to the DCF Suncoast Regional Director for review and resolution.
- b. The Parties mutually agree that no Party shall be entitled to recover monetary damages or litigation or court costs from any other Party for a breach of this Agreement. Each Party waives any right to trial by jury.

19. Parties Designee's

- a. SB's chairperson will execute this Agreement upon the majority vote of the SB. For purposes of administering this Agreement the SB designee shall be the Superintendent of Schools or his/her designee.
- b. The DCF designee for the purposes of executing this Agreement shall be the Regional Director, Suncoast Region. The Regional Director may assign a designated administrator for the purposes of administering this Agreement.
- c. The MSO designee for the purposes of executing this Agreement shall be the Sheriff. The Sheriff may assign a designated administrator for the purposes of administering this Agreement.
- d. The SCC designee for the purposes of executing this Agreement shall be the Vice President CBC Operations. The Vice President CBC Operations may assign a designated administrator for the purposes of administering this Agreement.
- e. The FW designee for the purposes of executing this Agreement shall be the President/Chief Executive Officer. The President/Chief Executive Officer may Assign a designated administrator for the purposes of administering this Agreement.
- f. The APD designee for the purposes of executing this Agreement shall be the Program Director. The Program Director may assign a designated administrator for the purposes of administering this Agreement.

g. The DJJ designee for the purposes of executing this Agreement shall be the Chief Probation Officer. The Chief Probation Officer may assign a designated Administrator for the purposes of administering this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

School Boards

Desoto County Public Schools
Adrian H. Cline, Superintendent

Date

Jane Pfeilsticker
School Board of Manatee County
Jane Pfeilsticker, Chairperson

10/11/10
Date

Jane

School Board of Sarasota County
Shirley Brown, Chairperson

Date

Department of Children and Families/Manatee County Sheriff's Office

Department of Children and Families
Nicholas B. Cox, Suncoast Regional Director

Date

Manatee County Sheriff's Office
W. Brad Steube, Sheriff

Date

Community Based Care Lead Agency

Sarasota Family YMCA- Safe Children Coalition
Ed McBride, Vice President CBC Operations

Date

Workforce

Suncoast Workforce Region 18 Mary Helen Kress, Chief Executive Officer	Date
---	------

Heartland Workforce Region 19 Roger A. Hood, President/CEO	Date
---	------

Agency of Persons with Disabilities

Agency for Persons with Disabilities Carl Littlefield, Program Director	Date
--	------

Department of Juvenile Justice

Department of Juvenile Justice Virginia Donovan, Chief Probation Officer	Date
---	------