

State of Florida **Department of Children and Families**

Rick Scott Governor

David Wilkins Secretary

Reginald "Reggie" Williams Circuit Administrator

May 17, 2011

Mr. David Kerr Department of Juvenile Justice 210 N. Palmetto Avenue Daytona Beach, FL 32114

Re: Education Agreement

Dear Mr. Kerr:

Enclosed you will find a copy the Education Agreement between The Department of Children and Families, The Department of Juvenile Justice, The Agency for Persons with Disabilities, WorkSource, Family Integrity Program and The School Board of St. John's County. This agreement outlines existing practices/services and supports for children in the State of Florida. The attached copy of the agreement for your records, the original signed copy will be retained at the Daytona Beach Service Center location for the Department of Children and Families.

If you have any questions, you may address them to Betsy Lewis at 386-947-4048.

Sincere



INTERAGENCY AGREEMENT

This Interagency Agreement is made and entered into by and between the Department of Children and Families, Circuit 7 (hereinafter referred to as "DCF"), The School Board of St. Johns County (hereinafter referred to as "SJCSB"), the First Coast Workforce Development, Inc. DBA WorkSource (hereinafter referred to as "WS"), the Department of Juvenile Justice (hereinafter referred to as "DJJ") and the Agency for Person's with Disabilities (hereinafter referred to as "APD").

DCF is inclusive of our lead agencies Community Partnership for Children (hereinafter referred to as "CPC") and Family Integrity Program (hereinafter referred to as "FIP").

WHEREAS, the Department Head's of each of the above agencies have entered into a Statewide Interagency Agreement, on July 31, 2009, which dictates the formation of localized Interagency Agreements for the purpose of carrying out the statewide goals and objectives between the above agencies.

WHEREAS, youth in "out of home" care have a right to a free, appropriate and high quality education guaranteed by the Florida Constitution as well as several state and federal laws, including the recently enacted Fostering Connections to Success and Increasing adoptions Act of 2008.

The following basic goals and specific actions to accomplish the goals in education of youth in out of home care are established:

1. Educational Stability:

DCF shall communicate with the school of origin for any child that is coming into care. The communication shall include whether it is determined to be in the child's best educational interests to remain in the school of origin.

DCF shall communicate the educational needs of the child to CPC Placements and make recommendations based upon information from the school of origin.

If the best interests of the child are served by placement away from the school of origin, this information will be documented in Florida Safe Families network (hereinafter referred to as FSFn) and shared with the child, the child's parents, the school of origin and the current caregiver to the child.

DCF, SJCSB and the shelter care parents will work together to ensure the transportation needs of the child. This may be accomplished through a waiver request made by the FCSB.

SJCSB shall utilize McKinney-Vento or Title 1 funds to assist with keeping the youth in the school of origin, when appropriate.

2. Seamless transition Between Schools (Regardless of School District):

DCF shall communicate with the SJCSB regarding all youth who are known to DCF. This will be accomplished through the completion of an e-mail to the FCSB point of contact, who will code the youth in the SJCSB computer system as "DP".

During a marking period, every effort will be made not to remove the youth from the school of origin, unless it is in the youth's best interest not to remain there.

SJCSB agrees to forward records quickly in those cases where youth are being registered from one school to another.

Every effort shall be made by DCF and SJCSB to ensure that there are no unreasonable lapses in school attendance due to registration and/or records requests.

SJCSB agrees to register youth based on the information known at the time of enrollment.

SJCSB agrees to allow the youth to attend school while required enrollment records are being acquired.

SJCSB shall ensure evaluations are completed and special education services are provided to youth with disabilities.

APD shall share information about known disabilities with SJCSB. This shall be accomplished through points of contact and/or through a DCF designee responsible for the case.

DCF and SJCSB shall work together to ensure that barriers such as required school uniforms and supplies are addressed.

3. School Readiness:

DCF shall continue to make Early Steps referrals on all youth age three and under.

DCF shall continue to make child care referrals to the Early Learning Coalition for Child Find screenings.

DCF shall evaluate the skills of out of home caregiver's and provide any needed services or training to ensure they are effective advocates for all youth in their care.

DCF shall continue MAPP training for potential foster homes and additional training for medical foster homes as per state guidelines.

DCF shall communicate and request all records pertaining to a youth's medical, behavioral, mental health and developmental screenings and assessments from all providers to the youth.

This information shall be input into the appropriate Florida Safe Families Network (hereinafter referred to as FSFn) tabs. It will also be included in the Early Services Intervention staffing.

DCF agrees to follow up on ongoing medical, behavioral, mental health and developmental screenings and recommended treatment needed by the youth.

DCF, APD, DJJ, and WS shall share records pertaining to a youth's medical, behavioral, mental health and developmental screenings that is allowable by law and is pertinent to the youth's best interests.

DCF shall assess youth for early learning programs and/or pre-school programs such as Head Start and VPK for youth under five years of age. Referrals to these programs will be made timely and participation will be measured. (I.e. if we have 100 youth in care under the age of five, how many are participating in an early education program).

DCF shall provide training on abuse and neglect issues and how they affect children to all early learning personnel to ensure their sensitivity toward our youth.

4. Full participation in the School Experience:

DCF shall initiate communication with the youth and their family in reference to any extracurricular activities the youth is currently involved with and/or would like to be involved with.

DCF shall utilize flex funds, grant applications and fundraiser's to provide the financial assistance necessary to ensure youth can fully participate in extracurricular activities.

DCF shall encourage foster parents, relative and non-relative caregivers to participate and provide a means for the youth to attend extracurricular activities.

Barriers to providing extracurricular activities for our youth, such as funding and transportation will be staffed for resolution by all parties to include parents, out of home caregivers and DCF and SJCSB.

DCF shall continue to seek funding for expenditure on extracurricular activities for our youth.

DCF and SJCSB will monitor the academic progress of our youth, identify needs and provide access to tutoring, remedial and enrichment programs. This will be accomplished by ongoing collaboration between the agencies, the caregivers and the youth.

SJCSB will develop a plan to reach out to substitute caregivers and encourage their participation in the youth's school progress and other school related activities.

5. Support to Prevent Drop Out, Truancy & Disciplinary Actions:

DCF has appointed CLS Attorney to be the "Educational Expert" for our youth.

DCF shall identify community programs to encourage positive behaviors and engage youth in school. An example is the Weed and Seed Program through Daytona Beach Police Department.

DCF, SJCSB, WS and APD shall continue partnering with other agencies to provide additional enrichment programs for our youth.

DCF shall collaborate with community providers to assess the need for additional enrichment program provision in the community.

DCF shall ensure our youth are appointed an educational advocate when needed.

DCF shall be sensitive to the need for the youth to be in school and will notify the school of all necessary absences in advance so that the youth does not fall behind or become disconnected.

DCF shall partner with SJCSB and DJJ to identify training in the area of dropout prevention. This training will be mandatory for case managers and caregivers for our youth.

SJCSB shall utilize the Crosspointe computer system to access emergency contact information when a youth is evidencing at risk behaviors at school, truancy and/or lack of academic progress.

DCF and DJJ shall utilize the Crosspointe computer system to identify students known to all three agencies who are exhibiting disconnect from their educational needs. A multidisciplinary staffing will be held to implement corrective action for the identified youth.

SJCSB shall accept identified absences for DCF purposes as an excused absence from school.

SJCSB shall continue to ensure that youth with disabilities have behavioral intervention plans and receive procedural protections so they are not punished for behaviors that are symptoms of their disabilities.

6. Youth are Involved, Engaged and Empowered:

DCF and SJCSB shall educate students on the EPEP to encourage their active participation in their educational planning.

DCF and SJCSB shall ensure that communications will include information sharing about the youth and families needs in regards to educational participation and success.

All participating agencies agree to include the youth and their advocate(s) in the decision making process for successful outcomes in regard to education and training.

SJCSB agrees to include the youth and their advocate(s), DCF in the youths IEP and Transition IEP.

7. Consistent Adult Support & Educational Decision Maker:

DCF agrees to assist youth in obtaining educational mentor's who will help them strive to complete school and continue to post-secondary education.

DCF shall ensure that at shelter, disposition and judicial reviews the authorized decision maker will be identified. The decision maker will be consulted on any concerns for the youth having a disability or the youth exhibiting any at risk behaviors or disciplinary actions at school.

SJCSB agrees to appoint surrogate parents for all eligible youth.

SJCSB agrees to provide training for identified surrogate parents and others who advocate for the youth.

8. Post-Secondary Education & Employment:

DCF and SJCSB shall utilize school conferences, permanency staffing and ongoing collaboration to ensure youth are able to obtain the information and fees associated with higher education.

SJCSB agrees to assign a designee(s) to become a "subject matter expert" for all youth in care.

SJCSB shall continue to provide training to youth and their advocate's on alternative education options including dual enrollment, vocational programs and GED.

SJCSB agrees to identify resources to expand the above trainings in order to reach higher percentage of success for our youth in this area.

DCF shall form an advisory committee to look at expanding the Independent Living criteria to include youth who come into care beyond the age limitations of the current program.

DCF will notify WS of any youth in care who are identified as needing WS services as outlined in attachment 1 (Center For Business Excellence's Role in Improving Educational Opportunities for Florida's Foster Youth).

WS agrees to assign a case manager to the identified youth who are eligible and enrolled for services as defined in state/federal law and regulation. When youth are enrolled in WS services, WS will attend the Multi-disciplinary Team Meeting, (hereinafter referred to as the MDT), which is scheduled in advance of the youth aging out of the foster care system.

DCF and WS agree to increase ongoing communication during the case management of youth enrolled in care and WS services.

WS agrees to develop and disseminate a report of total youth receiving services and the percent of those youth who are foster youth.

DCF and WS each will identify a single point of contact to communicate the identification of needed services for foster youth and/or former foster youth.

WS will promote the identification of employment and training services available at each Career Service and the availability of a listing of these services to local agency staff.

9. Youth with Disabilities are Identified Early & Served Appropriately:

DCF agrees to initiate referrals on all foster youth under the age of three years to the Early Steps Program.

SJCSB agrees to initiate timely screenings and evaluations for school aged foster youth. Timely shall defined as within (10) working days of the identified need for these services.

DCF, APD, DJJ and SJCSB agree to share results of assessments to ensure that each agency is working with all available information about the youth.

Legal barriers to the timely and complete sharing of assessment and evaluation information shall be followed in accordance with state statutes, however all information that can legally be shared must be disseminated.

Facilitation of the above will be accomplished through increased inter-agency communication as brought forth by this agreement.

DCF and SJCSB agree that foster youth identified as being one or more grade levels behind shall have a MDT to ensure the youth has been currently and appropriately assessed for educational disabilities. Whenever possible, the youth, the educational surrogate (if applicable) and the current caregiver shall be in attendance.

SJCSB agrees that an IEP and any additional screenings and/or evaluations will be completed on all foster youth with disabilities within 60 days after the receipt of parental consent.

DCF agrees to make diligent efforts to include and engage biological parents in the educational decision making and consent to treatment plans for all foster youth.

SJCSB agrees to initiate a transportation waiver for all foster youth with identified disabilities where it is determined to be in the best interest of the youth to remain enrolled in the school of origin.

10. Trauma-Sensitive School Environments: Stem the School to Jail Pipeline:

DCF agrees to provide SJCSB with access to information through the FSFn system so that they may have knowledge of the foster youth's traumatic history and guide themselves accordingly.

DCF agrees to train designated SJCSB staff on the FSFn system.

DCF agrees to provide trainings on the operation of the FSFn system and on the effects of trauma and resulting behaviors.

DCF and SJCSB agree to communicate concerns over behaviors of foster youth in a timely and collaborative manner to establish action plans and outcomes that are in the best interest of the youth.

11. All Youth Attend and Complete School:

DCF and SJCSB agree to review strategies designed to encourage and enforce school attendance and completion.

DCF, DJJ, WS, APD and SJCSB will establish a quarterly review committee that will review identified foster youth, known to all agencies, who are disconnected and/or not attending school. The committee will address treatment planning and resolution to barriers for the successful completion of school for foster youth. Whenever possible, the youth, biological parent, educational surrogate (if applicable) and current caregiver will attend.

SJCSB agrees to continue to evaluate youth in state care for drop out prevention programs and code these youth in the Crosspointe system. Foster youth with the above designation shall be reviewed by the multi-agency review committee on a quarterly basis.

SJCSB agrees to ensure that all foster youth are educated on alternate school completion options. This information will also be shared with the educational advocate for the youth.

DCF agrees to promote, support and encourage foster youth in obtaining any type of education needed to assist the youth in transitioning into independent and self sufficient adulthood.

All terms of this agreement are fully understood and accepted by Department of Children and Families and as represented by the signers of this agreement. Any modifications to this agreement will be made in writing with the consent of all parties.

| Department of Children & Families | Date |
|---|-------------------|
| Agency for Workforce Intervention Department of Juvenile Justice | Date 3/2/// Date |
| Family Integrity Program | Date 12/14/10 |
| St. Johns County School Board | Date 4/15/11 |
| Agency for Persons with Disabilities | Date / |

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| Department of Children & Families | Date |
| WorkSource Jangam | 5/4/11 Date |
| Department of Juvenile Justice | Date |
| Family Integrity Program | Date |
| St. Johns County Schools | Date |
| Agency for Persons with Disabilities | Date |

| All terms of this agreement are fully understood and a Children and Families and as represented by the sign modifications to this agreement will be made in writing Department of Children & Families | ers of this agreement. Any |
|---|-----------------------------------|
| Agency for Workforce Intervention White Land Department of Juvenile Justice Lucius L. Thomas Family Integrity Program | Date 3/2/// Date 1(/02/10 Date |
| St. Johns County School Board | Date |
| Agency for Persons with Disabilities | Date |