

**FOSTER CARE INTERAGENCY AGREEMENT  
BETWEEN  
VOLUSIA COUNTY SCHOOL BOARD  
AND  
DEPARTMENT OF CHILDREN AND FAMILIES, CIRCUIT 7  
AND  
COMMUNITY PARTNERSHIP FOR CHILDREN**

This Interagency Agreement is made and entered into by and between the **Volusia County School Board** (hereinafter referred to as "VCSB"), the **Department of Children and Families, Circuit 7** (hereinafter referred to as "DCF"), and **Community Partnership for Children** in its capacity as a DCF Community Based Care lead agency (hereinafter referred to as "CPC").

WHEREAS, children 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 Every Student Succeeds Act ("ESSA"). ESSA reauthorizes the Elementary and Secondary Education Act ("ESEA"), a 1965 federal law governing education last reauthorized as the No Child Left Behind Act in 2002. Among its provisions, the law now requires states to ensure protections for vulnerable youth in the foster care and juvenile justice systems. These include school stability and transportation, mandatory data reporting, and agency collaboration.

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**

In order to facilitate ongoing communication between the parties, VCSB, DCF and CPC shall each designate a contact person through whom the exchange of necessary information will occur.

DCF/CPC shall communicate with the VCSB 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. The *School Stability Checklist for Children in Out-of-Home Care* will be completed by DCF/CPC and the Volusia County Foster Care Point of Contact (hereinafter referred to as "FCPOC").

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 FCPOC, and the current caregiver to the child.

The VCSB shall ensure that transportation will be provided for a student in foster care to and from the school of origin as follows:

- If the student continues to live in the area served by the VCSB in which the school of origin is located, the student's transportation to and from the school of origin will be provided and/or arranged for the student unless the student is residing in a location within the school zone's walking distance.
- If there are additional costs incurred in providing transportation to maintain children in foster care in their school of origin, the VCSB will provide transportation to the school of origin. The VCSB and CPC will share the cost of such transportation. Non-Regulatory Guidance defines additional costs as "the difference between what a Local Education Agency (LEA) would spend to transport a student to his or her assigned school and the cost of transporting a child in foster care to his or her school of origin".
- DCF/CPC/Foster Parent should be prepared to provide interim transportation to the school of origin until a bus route can be established, usually within 24 to 72 hours.

- If the student in foster care moves to an area served by another school district, though continuing his/her education at the school of origin within Volusia County Schools, the VCSB and the school district in which the student resides must agree upon a method to apportion responsibility and costs for transportation to the school of origin. If the school districts cannot agree upon such a method, the responsibility and costs must be shared equally.
- Alternate methods of transportation may be offered or the foster parent/guardian may be reimbursed for providing transportation.

## **2 Seamless Transition Between Schools (Regardless of School District)**

DCF/CPC shall communicate with the VCSB regarding all youth who are known to be in foster care. This information will be provided via a monthly report. The VCSB will code children in foster care as "Dependency" in the VCSB student information system.

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.

VCSB 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/CPC and VCSB to ensure that there are no unreasonable lapses in school attendance due to registration and/or records requests.

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

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

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

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

VCSB school counselors and administration will be trained on the ESSA requirements relating to educational stability for students in foster care.

## **3 School Readiness**

DCF shall continue to make Early Steps referrals on all youth age three and under that are in foster care.

DCF/CPC and VCSB 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.

## **4. Support To Prevent Drop Out, Truancy & Disciplinary Actions**

DCF/CPC and VCSB shall collaborate with community providers to assess the need for additional enrichment program provisions within the community.

VCSB shall ensure youth are appointed an educational surrogate when needed.

VCSB shall accept identified absences for DCF/CPC purposes as excused absences from school.

VCSB shall continue to ensure that youth with disabilities receive procedural protections so they are not

punished for behaviors that are symptoms of their disabilities.

**5. Youth Are Involved, Engaged, and Empowered**

DCF/CPC and VCSB shall ensure that communications will include information sharing about the youth's and family's 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.

VCSB agrees to include the youth, their advocate(s) and DCF/CPC in the youth's Individualized Education Program ("IEP") meetings.

**6. Consistent Adult Support & Educational Decision Maker**

VCSB agrees to appoint surrogate parents for all eligible youth.

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

**7. Post-Secondary Education & Employment**

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

VCSB shall continue to provide training to youth and their advocates on alternative education options including dual enrollment, vocational programs and GED.

**8. Youth With Disabilities Are Identified Early & Served Appropriately**

DCF/CPC agrees to initiate referrals on all children in foster care under the age of three years to the Early Steps Program.

DCF/CPC and VCSB 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 interagency communication as brought forth by this agreement.

VCSB agrees that an IEP and any additional screenings and/or evaluations will be completed on all out-of-home care youth with disabilities within the timelines identified by Florida Department of Education.

CPC agrees to make diligent efforts to include and engage biological parents, whose parental rights are intact, in the educational decision making and consent to treatment plans for all youth in out-of-home care.

**9. All Youth Attend and Complete School**

VCSB agrees to review strategies designed to encourage and enforce school attendance and completion.

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

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

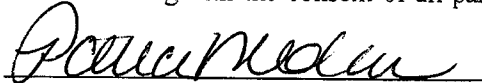
**10. Public Records**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. It is specifically understood that access to "personally identifiable information" as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), is controlled by, and subject to, the provisions of HIPAA. Access to such records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

Notwithstanding any other provision of this agreement, nothing in this agreement shall require any party to share information or records that are designated as confidential under applicable state or federal law.

This agreement shall become effective upon execution of all parties and expire on June 30, 2018, unless extended in writing by the parties.

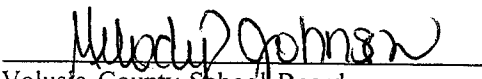
All terms of this agreement are fully understood and accepted by Department of Children and Families and as represented by the signers of this agreement. Any modifications to this agreement will be made in writing with the consent of all parties.

  
Department of Children & Families

6/9/2017  
Date

  
Community Partnership for Children

6/9/17  
Date

  
Volusia County School Board

6/2/17  
Date