

**Interagency Agreement Between
Florida Department of Children and Families
Florida Department of Education
Florida Department of Juvenile Justice
and
Florida Agency for Persons with Disabilities
To Coordinate Services for Children Served by the Florida Child Welfare
System**

The Department of Children and Families (DCF), the Department of Education (DOE), the Agency for Persons with Disabilities (APD), and the Department of Juvenile Justice (DJJ), (collectively, "the Parties"), enter this interagency agreement to coordinate their respective responsibilities for furnishing educational and vocational services and supports for children known to DCF, acting through their contracted community-based care providers throughout the State of Florida. The coordination of services and supports across agencies and the contractors and providers of member agencies (i.e. subcontractors of community-based care agencies and delinquency services and programs, etc.) 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 and contractors and providers of the member agencies to ensure that policy, procedure, service delivery, and resource development are provided in a manner that maximizes the likelihood of positive outcomes.

The specific terms and conditions of this agreement are as follows:

1. Effective Date

The term of this Interagency Agreement shall begin on the date of the last signature and shall continue until June 30, 2022.

2. Definitions

a. "Children known to the department" and "youth" are synonymous and have the same meaning as defined in section 39.0016(1)(a), Florida Statutes (F.S.).

b. "Department of Children and Families", when used in this agreement, includes the department's contracted out-of-home care providers, or community-based care agencies and their subcontracted providers, as the context requires.

c. "Local Education Agencies" means local school districts.

d. "Local liaison teams" are teams consisting of liaisons in each judicial circuit or county that are appointed by the parties to this agreement, or by each party's local counterpart. Each local liaison team shall be comprised of, at minimum, a member from the local school board (or school boards, if the team represents a multi-county judicial circuit), a member from DCF local staff, a member of the community-based care agency with responsibility for the geographic area, or its designee, a member from APD local staff, and a member from DJJ local staff. The local liaison teams should seek additional representatives to be appointed by the local workforce development boards of CareerSource Florida, the local Early Learning Coalition, and any other persons whom the individual team deems appropriate.

e. "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.

f. "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) or pursuant to section 39.0016(1)(c), F.S.

3. General

The parties acknowledge that the well-being of children, across child and youth serving systems and the progress of the children in appropriate educational and career/technical (vocational) programs require a commitment of the parties to work together. Further, stability within the educational setting and educational progress, including progress toward post-secondary education, and employability skills, through either vocational or post-secondary education, are important to the children known to the DCF served by all parties to this agreement. The parties consequently agree to the following:

a. DOE is the State Education Agency (SEA) for the Individuals with Disabilities Education Act (IDEA), Pub.L. 101-476, and an administrative entity for Section 504 of the Rehabilitation Act of 1973, and must fulfill its obligations for educationally relevant services to children and youth with disabilities that interfere with their learning or inhibit their access to the education environment before, during, and after the ages of compulsory school attendance. Pursuant to IDEA, some students with disabilities are eligible to attend school up to age 22. Further, DOE has responsibility for early learning, and is charged with administering Florida's comprehensive early childhood education system, consistent with section 20.15(3), F.S.; and

b. DCF is the state agency responsible for providing, either directly or through contracted community-based care providers, child welfare services under Florida statutes and administrative rules; and

c. DJJ is the local state agency that provides preventive, rehabilitative and intervention services for youth in the juvenile delinquency system.

d. Section 39.0016(2), F.S., requires DCF to enter an agreement with DOE regarding the education and related care of children known to DCF and requires DCF to enter agreements with district school boards or other local education entities regarding children known to DCF who are of school age and children known to DCF who are younger than school age but who would otherwise qualify for services from the district school board; and

e. Career Source Centers are part of CareerSource Florida and are the local centers responsible for job training and employment services, and function as the grant recipient of federal workforce funds. The local agreements should include partnership with the Career Source Centers and shall seek to include in the agreements a provision that youth subject to the agreement will receive a priority status in services provided by the Career Source Centers; and

f. APD is the primary state agency responsible for administering human services programs provided to persons with developmental disabilities, as established in Chapter 393, F.S. APD serves people with intellectual disabilities, Down Syndrome, spina bifida, autism, cerebral palsy, Phelan McDermid syndrome, and Prader-Willi syndrome; and

g. The children known to DCF covered by this agreement are those children and youth known to DCF who are being served while remaining in their own homes, and those who 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 setting with a relative thereof; as well as those youth who have been placed in the legal custody of DCF and had their physical custody remanded to DJJ. Children who are known to have or are suspected of having a disability must have access to all services that all children known to DCF are provided, and there are additional services that must be provided to such children by law under IDEA, § 504 of the Rehabilitation Act, and Florida law; and

h. Children known to DCF may have, or be "at risk" of developing, academic and/or behavioral problems due to the disruption in their lives and may require services including, but not limited to, those included in the Guide to Improve Educational Opportunities for Florida's Foster Children (Guide) and defined by sections 1003.01(3)(b), 1003.01(10), 1003.53, 39.0016(3), and 445.004(10), F.S.; and

i. As established in section 39.0016(2)(b)1. e., F.S., DCF must show no prejudice against a caregiver who desires to educate at home a child placed in his or her home through the child welfare system.

4. State Level Inter-Agency Responsibilities

Each party will designate a liaison from within its respective agency to oversee the implementation of this agreement. To support continued collaboration, the liaisons will meet at least quarterly, and every six months will prepare a progress report on this agreement and its components which shall be transmitted to the agency principals in its entirety.

The Commissioner of DOE agrees to promote the appointment of a liaison for each district school board; the Secretary of DCF agrees to appoint or promote the appointment of a liaison in each DCF circuit/region or community-based care provider; the Director of APD agrees to appoint or promote the appointment of a liaison in each APD regional office; and DJJ agrees that the Chief Probation Officer in each judicial circuit shall serve as a liaison for purposes of this agreement, with the intent that such liaisons shall be responsible for implementation of the requirements in this agreement.

The agency liaisons will communicate regularly with their liaison counterparts to provide guidance and to raise to the state level group any issues of a systemic nature, or issues with individual children that are best resolved at the state level.

The agency principals or their designees may appoint workgroups to meet on an as-needed basis. The agency principals agree that the work under this agreement shall include all efforts necessary to improve the education and employment outcomes of the youth. The parties will refer to the Guide in improving educational services to the youth. Areas of work shall specifically include, but not be limited to:

a. Review of all state statutes, administrative rules, and state plans involving services provided by each party to the youth to ensure that they are consistent with the purposes and requirements of this agreement, and review of the 2004 Reauthorization or later revisions of the Individuals with Disabilities Education Act, Pub.L. 101-476, the Fostering Connections Act of 2008, Pub.L. 110-351, the Uninterrupted Scholars Act of 2013, Pub.L. 112-278, and the Every Student Succeeds Act of 2015, Pub.L. 114-95, to determine which provisions should be comprehensively addressed;

b. Timely notification by each liaison to all other agency liaisons when its agency publishes notification of the development of Florida Administrative Code

provisions that would affect children known to DCF, to ensure input from the state level group;

c. Recommendations to the Commissioner of DOE, the Director of APD, the Secretary of DCF, and the Secretary of DJJ, regarding changes needed in procedures, processes, guidelines, and policies as they impact the youth;

d. Defining and establishing or enhancing existing related communication protocols, identification of responsible staff, and facilitation of prompt and substantive information sharing and communication among the parties;

e. Providing technical assistance, as requested, in the development and implementation of local interagency agreements between the parties, as required by section 39.0016 (2), F.S.; and

f. Development of suggested areas of training by each party to support the stated goals of this agreement and the Guide.

5. Local Level Interagency Responsibilities

Each party to this agreement shall ensure the appointment of a member to a local liaison team for each judicial circuit, as defined in paragraph 2.d. above. The local liaison teams shall work to achieve appropriate educational, job training, and employment services for the children known to the DCF and shall work cooperatively to resolve systemic issues statewide and locally, as well as any individual youth-specific issues. The local liaison teams shall create or modify local interagency agreements and include solutions to the most pressing issues outlined in the Guide and shall thereafter work together to implement those solutions. The local agreements may be modified as necessary and desirable.

The local liaison teams shall be chaired by the DCF liaison. DCF shall appoint at least one staff person in each circuit from its community-based care agencies who will participate on behalf of children known to DCF.

a. Within 90 days of the effective date of this agreement, the local DCF member of each local liaison team shall contact the other members of the local liaison team for the specific geographic region to convene the next quarterly meeting and use the Guide to draft, modify, or implement the local interagency agreement.

b. The local liaison teams shall meet at least quarterly to discuss and resolve systemic issues. Meetings to discuss youth-specific cases must be convened without delay. The liaison team chairs shall ensure that minutes of each local meeting are provided to the DCF state level liaison, and shall include with the quarterly minutes an updated list of local liaison team members

6. Training and Staff Development

Training and staff development, both at the state and local level, are crucial to assist each party working with children known to DCF to understand how that party's work affects the educational progress of these children, to break through the "silo" effect of the specific language, policies, and programs of government, and to ensure that each party understands what all other parties must offer these children. All parties, both statewide and local, will notify and invite all other parties whenever they sponsor or offer a training that includes any of the subjects of this agreement or the Guide or that otherwise affects children known to DCF.

Specific training requirements include:

a. DCF shall incorporate an education component into all training programs for child welfare professionals and contractors regarding the youth. DCF shall refer child welfare professionals and contractors to trainings on educational issues that are currently provided by DOE. DCF shall offer opportunities for APD and DJJ personnel to participate in such training, which shall include:

1) Training for parents, foster parents, and families in cases in which reunification is the goal, or for pre-adoptive parents when adoption is the goal, on 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. Local liaison team members will identify training topics and delivery mechanisms as a component of the local agreement activities;

2) Training for dependency caseworkers, foster parents, group care providers, and waiver support coordinators shall include information on:

a) The rights of the youth to an education;

b) The legal requirement for school stability for children known to the department, and the process for making the decision that remaining in the school of origin is not in a child's best interest;

c) The role of an education in the development and adjustment of the youth; and

d) The proper and varied ways to access education and related services for the youth and the importance and strategies for parental involvement in education for the success of the youth.

3) Training of dependency caseworkers by DOE and local school boards regarding the services and information available through DOE and local school districts to facilitate educational access for a youth and his or her family, and other education related resources, such as the Florida Diagnostic and Learning Resource Services (FDLRS), the current Florida Standards, and the Surrogate Parent Training program and Manual. This training should also include

information on career exploration, educational planning (such as Florida Shines), and parental engagement.

b. Local interagency agreements shall promote the practice of allowing 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. This includes the promotion of the use of the Florida Diagnostic and Learning Resource System (FDLRS) in the recruitment and training of surrogate parents (see, 34 Code of Federal Regulations (C.F.R.) 300.519 and section 39.0016, F.S.). DOE will request information from each school district as to its surrogate parent training program, including recruitment, training and appointment, and will provide the information to the Parties annually. DOE shall invite guardians ad litem and caregivers, including foster parents, to participate in the surrogate parent training program. When the goal is reunification, the parent(s) may attend this training.

c. DOE shall offer resources for Independent Living transition and transition planning and will work with DCF to develop suggested guidelines for transition plans to meet the special needs of students.

d. Upon receipt of information from DCF, DOE shall encourage participation by local school board staff at DCF's Child Protection Summit and other conferences, including providing suggestions for speakers and training materials.

e. DCF will promote practices that engage caseworkers and foster parents, parents, and other caregivers 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, thereby showing the youth that his or her education is important to the adults in his or her life.

7. Sharing of Information

The parties agree that it is their desire to share information and that such information sharing between systems is essential to providing effective services to children known to DCF. Having agreed to the desired educational outcomes for children, the parties agree to work with one another to share necessary information to the maximum extent possible within the confines of confidentiality and privacy laws, including Chapter 39, F.S., and the Family Educational Rights and Privacy Act (FERPA), 20 United States Code (U.S.C.) § 1232g, 34 C.F.R. Part 99, as amended by the Uninterrupted Scholars Act, Pub.L. 112-278, and Every Student Succeeds Act, Pub.L. 114-95, as well as the Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. Parts 160, 162, and 164. The parties also agree to use child-specific information only for the purposes intended in this agreement and to protect confidential information from

unauthorized and unnecessary disclosure. The parties also agree that in utilizing DCF's Florida Safe Families Network (FSFN) system or any other data system containing child-specific information, they will only seek information for individual children known to DCF or for individual children who are the subject of a meeting convened at the local or state level to resolve that child's situation.

The Uninterrupted Scholars Act amends FERPA to allow educational agencies and institutions to disclose a student's education records, without parental consent, to a caseworker or other representative of a state or local child welfare agency or tribal organization authorized to access a student's case plan "when such agency or organization is legally responsible, in accordance with state or tribal Law, for the care and protection of the student." The Uninterrupted Scholars Act also allows educational agencies and institutions to disclose a student's education records pursuant to a judicial order without requiring additional notice to the parent by the educational agency or institution when the parent is a party to the case.

Every Student Succeeds Act (ESSA) reauthorizes the Elementary and Secondary Education Act of 1965, Pub.L. 89-10. ESSA strives to ensure equal opportunity for all students. The law requires that schools include educational outcomes for children known to the DCF in the state report cards. Schools are also required to collaborate with child welfare agencies to ensure children can stay in their school of origin when it is in the child's best interest. This collaboration will require school districts and community-based care agencies to share information pursuant to the requirements of the law.

Each party agrees:

a. To promote to the fullest extent permissible and in compliance with federal law, Florida statutes, including, but not limited to, Chapters 39, 984 and 985, F.S., and sections 1002.22 and 1002.221, F.S., and administrative rules, and in furtherance of the work of the Children and Youth Cabinet, the sharing of information on the youth at both an aggregate and individual level when it is relevant to their educational growth, including postsecondary pursuits, job training, employment, and other benefits.

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

c. To continue to improve the technical interface among state and local automated data systems of the parties to provide for the efficient sharing of information.

d. To promote the sharing of all information, including lists of services available in each local area, on an on-going basis. DOE shall promote the identification by the school districts 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, children known to DCF. A listing of these services shall be provided by local school district liaison team members to Career Source Center, DJJ, APD, and DCF staff. The services identified shall include, but not be limited to, current Florida Standards, the Surrogate Parent Training Manual, diploma options, graduation requirements, virtual school, career/technical (vocational) programs, and other resources accessible through DOE or local school districts to facilitate educational access for a youth. Local liaison teams shall promote the identification of employment and training services available at each Career Source Center and the availability of a listing of these services for local school district and DCF staff. DOE shall provide updates of state resources to DCF annually and upon significant change. Career Source Centers will provide current information on available youth services on their websites.

e. In circumstances that constitute a health or emergency under 34 C.F.R. § 99.36, such as a child protective investigation conducted by DCF or a sheriff's office to determine whether a child has been abused, neglected or abandoned, neither a parent's consent nor a court order is necessary to share personally identifiable student information, as authorized in accordance with 45 C.F.R. § 164.512

f. That personally identifiable information of children known to the department can be disclosed to DCF and the community-based care agencies or their contractors who are legally responsible for case planning and for the care and protection of the student without parental consent. Efforts should be made to share electronic student data across systems, in full compliance with state and federal confidentiality requirements, to provide and improve services and resources needed to meet the needs of children, families, and caregivers; to achieve continuous improvement across programs; and to make informed public policy decisions to improve the level of educational achievement for children known to DCF through an examination of barriers and promising practices, enabling the creation of individual and collaborative programs to eliminate barriers and include promising practices, without duplication of services.

g. That DCF, community-based care agencies or their subcontractors, APD, and DJJ shall promote the maintenance of current databases of clients/consumers and their respective caseworkers or waiver support coordinators and the periodic updating of these databases to reflect changes,

and shall periodically provide this information to the other parties at the local level.

h. That DCF shall, upon request, provide DOE read only access to FSFN and establish a formal agreement to obtain information about children known to DCF, consistent with Florida and federal law. The local schools shall comply with the state level protocol for FSFN access, under section 39.0016(2)(a), F.S., This agreement shall establish the use of FSFN by school district personnel to include:

- 1) Type of information to be accessed;
- 2) Security issues;
- 3) Number of individuals having access in each school district; and
- 4) An understanding that this information concerns only students placed in out-of-home care by DCF and cannot be used for any other purposes.

i. That DCF shall promote the inclusion in the local agreements the following requirements to ensure that basic information about the child and the persons in the child welfare system working with the child is made known to the local schools:

- 1) The notification by DCF staff or community-based care agencies or their subcontractors to the school and school district in which a child known to DCF is enrolled of the name and phone number of the child, the child's caregiver, the child's educational decision-maker, including the surrogate parent if one is appointed by the district school superintendent or court, the child's caseworker, and other designated persons, in a manner mutually agreed upon by the school district and community-based care organization. The information must be provided to the school and the district school board's Foster Care Liaison (FCL) at initial removal and at any change in the child's status that affects the delivery of services under this agreement.

- 2) DCF or its community-based care providers shall ensure that notification of the child's placement and custody status be provided to the assigned school at the time of the change in foster care status or no later than 72 hours after the change. A change in caseworker or caregiver shall result in notification to the school using a locally agreed upon tool for such notice so that the school has accurate contact information.

j. That DOE shall promote the inclusion in the local agreements of the following requirements:

- 1) The establishment of local procedures to ensure continued access to the Free and Reduced Lunch Program upon notification regarding a youth's change of status to a child known to the department.

- 2) Access to information on youth's attendance to the child's case manager to support continued school attendance and agency collaboration.

- 3) The establishment of local procedures to ensure that a transcript of each student's academic record is provided to the child's case manager at the end of each grading period.

4) The establishment of local procedures to ensure the child's case manager is notified of any disciplinary referrals or disciplinary action taken regarding the child known to the department.

k. That DCF or its community-based care providers shall ensure, upon proper authorizations and/or releases, that current psychological and/or psychiatric and other relevant evaluations of the child that were obtained by DCF or its community-based care providers and have relevant information related to the educational needs of the youth shall be provided to the appropriate staff of the assigned school and APD. The assigned school and APD shall ensure that the information is considered in determining the educational, habilitation and other services required to meet the needs of the youth.

8. Disclosure of Protected Health Information

In accordance with the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), 45 C.F.R. Parts 160, 162, and 164, as amended, each Party separately acknowledges and agrees that protected health information ("PHI"), whether electronic, written, or in oral form shall be safeguarded and any information that is disclosed, created, received, maintained, transmitted, and/or used by state departments, agencies, programs, and contract providers shall comply with the following HIPAA requirements. Each Party shall:

a. Only access, use, or disclose the minimum necessary PHI needed to accomplish the coordinated flow of information across multiple child-serving departments, agencies, and programs to provide services, coordination of services, as well as tracking and monitoring such services;

b. Not use or disclose PHI, as exchanged under this Agreement, other than as permitted or required by this Agreement or as required by federal or state law;

c. Implement and maintain appropriate administrative, technical, and physical safeguards that protect the confidentiality, integrity, and privacy of PHI which each department, agency, and/or program receives, creates, maintains, or transmits pursuant to this Agreement;

d. Use appropriate safeguards and comply, where applicable, with Subpart C of 45 C.F.R. Part 164 regarding electronic PHI, as exchanged per this Agreement, to prevent use or disclosure of PHI other than as provided for by this Agreement;

e. Make a good faith effort to identify any access, use, or disclosure of PHI that is not authorized under this Agreement and report the same to the Parties of this Agreement, including breaches by any Party's business associates or its subcontractors, if applicable, of unsecured PHI, as required by 45 C.F.R. §164.410. The breach notifications process shall be:

- 1) The Party that discovers a breach that is attributable to that party or a subcontractor or agent of that Party ("breaching Party") shall, within two (2) business days of discovery, provide a brief description of what happened, including the date of the breach, date of discovering of the breach, a description of the types of unsecured PHI that were involved in the breach (such as individually identifiable health information, as defined in 45 C.F.R. § 160.103), as well as a description of what steps the breaching Party is taking to investigate the breach to both mitigate any harm to individuals as well as to protect against further breaches; and

- 2) Except as otherwise agreed upon by the Parties, after reporting the discovery of a breach of PHI to the Parties, the breaching Party, shall then be responsible for notifying each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired, used, or disclosed as a result of such breach. Individual notification shall occur without unreasonable delay, and in no case later than sixty (60) calendar days after the discovery of the breach. Moreover, the breaching Party shall also be responsible for the issuance of timely notifications to the media, the Secretary of US Department of Health and Human Services, and/or the Florida Department of Legal Affairs, as required by and in compliance with 45 C.F.R. § 164.404, § 164.406, and § 164.408 as well as section 501.171, F.S., if applicable. Upon issuing the above notices, the breaching Party shall contemporaneously submit copies of such notices to each party to this Agreement.

f. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable, each Party to this Agreement shall ensure that every agent or subcontractor of its department, agency, or program that creates, receives, maintains, or transmits PHI on its behalf shall execute a written agreement requiring the agent or subcontractor to agree to the same restrictions, conditions, and requirements of this Agreement. The written agreement shall contain the elements as specified at 45 C.F.R. § 164.504(e):

- 1) Familiarize its workforce members with the requirements of this Agreement and provide HIPAA training to any member of its workforce that is authorized to access, use, or disclose PHI;

- 2) Make available PHI in accordance with 45 C.F.R. § 164.524;

3) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526;

4) Make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528; and

5) Make its internal practices, books, and records relating to the access, use, and disclosures of PHI received from, or created or received under this Agreement available to the Secretary of the US Department of Health and Human Services for purposes of determining compliance with the HIPAA rules.

9. Educational Stabilization

To facilitate school attendance necessary for academic achievement, the parties will ensure the continuation of youth in the school of origin when in the youth's best interest. The parties will ensure that the youth will be immediately enrolled in the new school when it is determined that remaining in the school of origin is not in the youth's best interest. DOE will work with the school districts to implement a process for the rapid transfer of records whenever a student changes schools.

Specifically, but not exclusively, the parties will discourage setting appointments, visitation, and dependency court dates during school hours, and making nonemergency changes of placement during a school quarter or semester. DOE and DCF shall take the following steps to support school stability for children who are known to the department who experience a placement or custodial change:

a. Promote program initiatives to facilitate the effective and efficient delivery of education and related services to eligible children placed in licensed shelter care, and other out-of-home settings;

b. Promote the placement of children in shelter care and foster care homes within or closest to their home school boundaries to facilitate stabilization of school placements;

c. Promote the provision for children known to DCF who are in an out-of-home placement to remain in their school of origin when they move to a placement in a new school zone, including procedures to determine if remaining in the school of origin is in the child's best interest;

d. Promote the provision of transportation to the school of origin for children living in an out-of-home placement as determined by an agreement between the local school district and local child welfare agency;

e. Promote the immediate enrollment in the new school when the required documents are not available if it is determined that it is not in the best interest of the child to remain in the school of origin;

f. Promote recognition of the authority of foster parents to enroll the children who are in their care in school;

g. Identify and recommend the removal of any statutory or administrative rule, policy, or practice that creates a barrier to prompt and continuous enrollment in an appropriate school or program for students; and

h. If remaining in the school of origin is deemed not be in the child's best interest, then the change in educational settings should be made at logical junctures, such as during school breaks and at the end of a grading period. Once the decision to transfer the child to another educational setting has been made and a logical juncture identified, the child should be immediately enrolled in the new school at the identified time to avoid any absences in attendance.

10. Transportation

The designated parties below agree to promote the availability of transportation resources for children who are known to the department to ensure that they remain in their school of origin and access education, job training, and employment services, as follows:

a. DOE and DCF shall promote the requirement that district school boards, in collaboration with DCF or its community-based care providers, develop clear written procedures governing the provision, arrangement, and funding of transportation for the child's duration of time in out-of-home care.

b. District school boards shall provide transportation to maintain children in foster care in the school of origin. If there are additional costs incurred in providing transportation to the school of origin, school districts will provide transportation if:

1) DCF or its community-based care providers agrees to reimburse the district school boards for the cost of such transportation;

2) The district school boards agree to pay for the cost for such transportation; or

3) District school boards and DCF or its community-based care providers agree to share the cost of such transportation.

c. DCF shall explore transportation options, including the use of Title IV-E of the Social Security Act, 42 U.S.C. §§ 671-679b. funding, to support such options as the purchase of a public bus system pass.

d. DCF and DOE shall explore the funding of transportation and assess the availability of federal, charitable, or grant funding for such transportation.

e. DCF or its community-based care providers shall retain the responsibility to coordinate temporary transportation for children to and from school during the time that transportation by the school system is being arranged.

11. Case Planning

The parties agree that all case plans relating to a child should be coordinated between and among agencies that are party to this agreement.

a. The parties shall promote the involvement at the local level of school district, APD and DJJ, when appropriate, and Career Source Center personnel in the DCF dependency case planning process, and in one another's planning process, as appropriate, to effectively address educational, developmental or other disabilities, job training, and employment issues regarding the child. DCF shall notify the appropriate service-delivery staff of each agency involved with the child of DCF case planning for a child, both at the time of plan development and plan review. Within the plan development or review process, the school district may be asked to provide relevant educational information regarding the child. DCF shall provide this notification to the local Career Source Center liaison when there is documentation in the DCF case file of a youth's involvement in Career Source services. DCF shall notify APD when a child whom APD has determined is eligible for APD services, whether he or she is receiving services or is on a waiting list, has been found to be dependent or placed in shelter care. Further, if there is reason to believe the child needs to be referred for APD services and has not been so referred, the DCF person responsible for the case shall make the appropriate referral as soon as practicable. APD shall advise if a waiver support coordinator has been assigned to the child and provide contact information so that person may also be invited to the dependency case planning, when appropriate. DJJ will participate, when appropriate, in dependency case planning. Each party shall similarly invite the staff providing services to the child for all planning meetings, and shall also invite the child as developmentally appropriate. All parties providing services to the child shall encourage line staff to provide time schedules for planning and review sessions, court hearings, and other meetings concerning the child, and shall encourage their staff to coordinate their actual planning to avoid duplication of efforts and services, and to promote maximum utilization of the services offered to the child to avoid a failure to provide essential services.

b. DOE shall promote the requirement that district school boards provide individualized student intervention, when appropriate, and when individual student academic or behavioral needs require an intervention. Individual interventions are also provided to students with disabilities who have Individual Educational Plans (IEPs) or Section 504 plans when a determination has been

made that intervention services are required. The intervention or IEP must include strategies that promote the attainment of educational goals.

c. DCF and DOE shall cooperate in ensuring that each child who has or is suspected of having a disability has an educational decision-maker and identify that person in the case plan for each agency providing services to that child. If the district school superintendent or the court has appointed a surrogate parent for educational decision-making, that individual shall be invited to judicial case plan review regarding the child.

12. Pursuit of Postsecondary Education

The parties recognize the importance of encouraging postsecondary education pursuits for the youth and agree to work collaboratively to encourage continued education to the highest level achievable. DOE will assist the parties with the education of youth or young adults known to the department. DOE shall promote the provision of ongoing guidance support for the youth to ensure that they are aware of postsecondary 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.

13. Priority Employment, Training and Support Service Programs

The parties recognize the importance of the Career Source Centers in providing employment and support for the youth, including eligible foster care participants receiving independent living and transition services, youth in the juvenile justice system, and youth with disabilities. Local liaison teams shall facilitate the provision of such services and support by promoting the following activities on the local level:

- a. Attendance of child welfare staff at Career Source Centers' meetings;
- b. Providing DCF 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; and
- e. Establishing strategies for coordination of the various funding sources and services regarding employment and training;

14. Parental Rights/Exceptional Student Education (ESE)

To ensure that children known to DCF receive an education consistent with IDEA and state implementing laws, rules, and assurances, the coordination of services for a student 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, special education and related services appropriate for the needs and abilities of a student;
- d. Coordination of services and plans between the school and the student's residential setting to avoid duplication or conflicting service plans; and
- e. Appointment of a surrogate parent by the district school superintendent or the dependency court, as soon as it is determined that the child's parent or caregiver cannot be located or is unable or unwilling to be the child's educational decision-maker. A surrogate parent shall be appointed as provided by law with consideration given to individuals who know the child and recommendations made by DCF 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 (34 C.F.R. § 300.519 and s. 39.0016, F.S.).

DOE shall take lead responsibility and DCF shall cooperate in reviewing the Surrogate Parent Training and Manual to determine revisions needed to bring the material into compliance with current law and best practices.

15. Transition Services

DCF and DOE agree to promote coordinated activities as required by IDEA for each youth who has or is suspected of having a disability and is 14 years of age and older. The activities should focus on improving the academic and functional achievement of the youth from school to post-school activities, including postsecondary education, vocational education, adult education, employment, and independent living. The collaboration shall be designed to enhance but not supplant DOE's responsibilities under IDEA. DOE as the State Education Agency (SEA) shall provide oversight through its monitoring processes for Local Education Agencies (LEA) to meet the expectations as stated in federal law and regulations and state statutes and administrative rules regarding transition services for students with disabilities. The SEA has an interest in working with DCF to fulfill its mandates and assurances under IDEA.

16. Early Intervention

DCF and DOE shall engage in collaborative efforts and develop protocols for identifying preschool age children who may qualify for Part C of IDEA, Infants and Toddlers with Disabilities, early intervention services for children ages birth through 2, and Part B of IDEA for youth over 3. The parties shall develop and implement protocols to ensure compliance with the Child Abuse Prevention and Treatment Act, Pub.L. 93-247, requirement that referrals be made for a Part C evaluation for all children ages birth to 3 where there has been an administrative finding of child abuse or neglect, and it is suspected the child may be eligible for and in need of services specified under, Part C of IDEA.

17. Headquarters Interagency Meeting (Tallahassee)

DCF, DOE, APD, and DJJ liaisons will continue to meet on a regular basis to collaborate on developing interagency strategies and initiatives to enhance the coordination and quality of educational services both as part of this agreement and in furtherance of the work of the Florida Children and Youth Cabinet.

18. Agency Principals and Designees

The parties agree that for the purpose of executing, administering, and monitoring compliance with the requirements of this agreement:

- a. DOE's principal shall be the Commissioner of Education, who may appoint a designee;
- b. DCF's principal shall be the Secretary of DCF, who may appoint a designee;
- c. APD's principal shall be the Director of APD, who may appoint a designee; and
- d. DJJ's principal shall be the Secretary of DJJ, who may appoint a designee.

19. Interagency Dispute

Each party agrees to comply with the following steps in the case of an interagency dispute, which shall be the sole mechanism to resolving disputes arising from the interpretation or implementation of this agreement:

- a. Step One is resolution of the dispute among the liaisons; and
- b. Step Two is resolution of the dispute among the agency principals or their designees.

20. Evaluation

Each party agrees to participate, as appropriate, in evaluations conducted by the agencies or a neutral third party as agreed upon by the parties to determine the effectiveness of the agreement and to make recommendations for future enhancements that may benefit children known to DCF.

21. General Conditions

a. The provisions of section 39.0016, F.S., establish standards and not rights, and do not require the delivery of any service or level of service more than existing appropriations. The provisions do not require the expenditure of funds to meet the standards except funds specifically appropriated for such purpose.

b. 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.

c. No Third-Party Beneficiaries. This agreement does not confer any additional rights or obligations enforceable by a third party beyond those rights and obligations created by federal and state law. 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 this agreement.

d. 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.

e. 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, F.S., and any resultant award of attorney's fees for non-compliance with that law. Each party shall comply with confidentiality requirements pursuant to federal and state law, including Chapter 39, F.S., regarding child abuse records, as well as applicable sections of the FERPA, 20

U.S.C. § 1232g and 34 C.F.R. Part 99 as well as Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. Parts 160, 162, and 164.

f. 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.

g. 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.

h. 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.

i. 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.

j. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

k. 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 parties.

l. Force Majeure. None of the parties shall be obligated to perform any duty, requirement, or obligation under this agreement if such performance is prevented by fire, hurricane, tornado, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes or other labor disputes, riot or civil commotions, or due to any other matter or condition beyond the control any of the parties, and which cannot be overcome by reasonable diligence and without unusual expense.

m. 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 invalid, illegal, unlawful, unenforceable, 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.

n. Notice. Notice provided in the ordinary course of performance of this agreement shall be provided by and between the agency liaisons using such means as are agreeable under the circumstances. When any of the parties' desire to give official notice to the other, such notice must be in writing, addressed to the person listed below, unless changed by written notice in compliance with the provisions of this paragraph:

Chad Poppell, Secretary
Department of Children and Families
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Richard Corcoran
Commissioner Department
of Education 325 West
Gaines Street
Tallahassee, FL 32399-0400

Simone Marstiller, Secretary
Department of Juvenile Justice
2737 Centerview Drive
Tallahassee, FL 32399-3100

Barbara Palmer, Director
Agency for Persons with Disabilities
4030 Esplanade Way
Tallahassee, FL 32399-0950

22. Termination at Will

Any party may terminate its participation in this agreement at any time, without cause, upon no less than thirty (30) days' notice in writing to all other parties. Any party may terminate this agreement with cause at any time by notice in writing to all other parties. Said notice requires delivery by certified mail or by hand-delivery. This agreement shall remain in full force and effect as to all non-terminated parties. Upon the termination of this Agreement, each Party acknowledges and agrees to extend the protections of this Agreement and will maintain the confidentiality of any information provided pursuant to the Agreement.

IN WITNESS, WHEREOF, the parties have caused their hand to be set to this agreement written by their respective authorized officials thereto.

DEPARTMENT OF CHILDREN AND FAMILIES

 6/17/19
Secretary Date

 6.4.19
Approved as to Form-DCF Office of General Counsel Date

DEPARTMENT OF EDUCATION

 5/28/2019
Commissioner Date

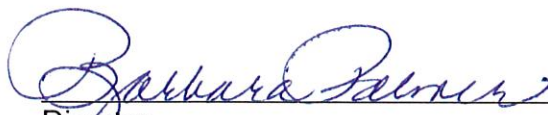
 4-24-19
Approved as to Form-DOE Office of General Counsel Date

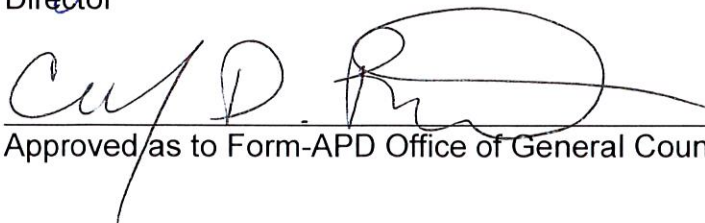
DEPARTMENT OF JUVENILE JUSTICE

 2/4/2019
Secretary Date

 2/4/19
Approved as to Form-DJJ Office of General Counsel Date

AGENCY FOR PERSONS WITH DISABILITIES

 3/28/19
Director Date

 3/28/19
Approved as to Form-APD Office of General Counsel Date

A Guide to Improve Educational Opportunities for Florida's Foster Children

Children in out-of-home care have the right to a free, appropriate, and high quality education guaranteed by the Florida Constitution, as well as several state and federal laws, including Every Student Succeeds Act (ESSA) of 2015. ESSA amended the Elementary and Secondary Education Act (ESEA) of 1965, which was last reauthorized as the No Child Left Behind Act in 2002. ESSA now contains key protections for students in foster care to promote school stability and success, and requires collaboration with child welfare partners, which should include: Department of Children and Families (DCF) and its subcontracted providers, Department of Education (DOE), and local school districts. Below are the basic educational goals and specific actions needed to increase educational opportunities for children in out-of-home care.

1. Educational Stability

Summary

Problem: Children in out-of-home care frequently move to a new home, and each move typically results in a change in school. Not only does the child have to adjust to the new curriculum and learning environment, but he/she may not receive credit for work already completed, resulting in lower grades, lower test scores, grade retention, and potentially dropping out of school. The child must also develop new relationships with teachers, administrators, and peers, creating further instability in the child's life. Multiple school transfers can also prevent or interrupt the provision of special education services.

Goal: Children in out-of-home care should remain in their school of origin, unless it is not in their best interest to do so. If remaining in the school of origin is deemed not be in the child's best interest, then the change in educational settings should be made at logical junctures, such as during school breaks and at the end of a grading period. Once the decision to transfer the child to another educational setting has been made and a logical juncture identified, the child should be immediately enrolled in the new school at the identified time to avoid any absences in attendance.

Suggested Actions

a. DCF and its subcontracted providers and Local School Districts: Before transferring any child to a new school, assess whether the move is in the child's best interests and advocate for the child remaining in the school of origin when it is in the child's best interests. If the child changes schools, results of the assessment should be provided to the child's new school.

b. DCF and its subcontracted providers and Local School Districts: If placement in shelter care is necessary, attempt to place the child in a home in the same school zone as his/her current school. When this is not possible, work with the shelter care providers and the school district to keep the child in his/her current school.

c. If the child is moved while in out-of-home care, attempt to move the child in a new home in the same school zone as his/her current school, or seek transportation options to keep the child in the same school.

d. DCF and its subcontracted providers and Local School Districts: Create Memorandums of Understanding addressing who will provide and fund transportation for children in out-of-home care.

e. DCF and its subcontracted providers and Local School Districts: Collaborate to recruit shelter homes and foster homes from the local school community, including school parents, employees, and partners.

2. Seamless Transition between Schools (Regardless of School District)

Summary

Problem: The diminished educational and emotional progress caused by changing schools is magnified when the transfer does not happen smoothly. In this process, school records can be lost or incomplete. There can be delays in enrollment caused by not having or failing to transfer school or immunization records. Other issues include a lack of required school uniforms or other supplies. Children are also affected when schools have different schedules or graduation requirements which, without special attention, cause children to lose credits and fall behind.

Goal: A child in out-of-home care will have a seamless transition when it is determined that it is in his or her best interest to change schools.

Suggested Actions

a. DCF and its subcontracted providers, DOE, and Local School Districts: Share information to ensure that schools identify children in out-of-home care and DCF officials have school records while ensuring that the child's privacy is protected. When possible, develop methods for electronic transfer of these records.

b. Local School Districts: Enroll a child in school immediately upon the child entering the child welfare system and when the child changes placements, even if the school does not have all of the child's required paperwork.

- c. DCF and its subcontracted providers and Local School Districts: Maintain complete school records for children in out-of-home care. DCF staff shall provide all educational related documentation in its possession to the local schools. Local schools should contact any school the child was previously enrolled in to request the child's school records.
- d. DCF and its subcontracted providers and Local School Districts: Create local Memorandums of Understanding that outline who is responsible for the cost of transportation.
- e. DCF and its subcontracted providers and Local School Districts: Work together to ensure all barriers, such as required school uniforms and required school supplies, are addressed.
- f. DOE and Local School Districts: Ensure the child's Individual Education Plan is updated and all recommendations are followed.

3. School Readiness

Summary

Problem: Children in out-of-home care have higher rates of physical, developmental, and mental health problems. They often enter care with unmet needs. Caregivers and early learning staff may not be aware of the needs of those children or how to obtain appropriate screenings and services.

Goal: Appropriate evaluations for developmental and educational needs are completed in a timely manner for children in out-of-home care.

Suggested Actions

- a. DCF and its subcontracted providers and Local School Districts: Coordinate to ensure that all children in out-of-home care have access to Early Steps and Child Find screenings and services.
- b. DCF and its subcontracted providers and Local School Districts: Coordinate efforts to educate out-of-home caregivers on the medical and developmental needs of children in their care and support them on how to be effective advocates for those children.
- c. DCF and its subcontracted providers and Local School Districts: Ensure that all children have medical, behavioral, mental health, and developmental screenings and assessments upon entry into out-of-home care and that all recommended treatment is provided in a timely manner.

d. DCF and its subcontracted providers and Local School Districts: Work together with the Early Learning Coalitions on high-quality child care, and with the providers of Head Start and Early Head Start to give children in out-of-home care appropriate access to these programs.

e. DCF and its subcontracted providers, DOE, and Local School Districts: Share the Florida Standards or its successor and provide access to training on the understanding and use of developmental milestone measures.

f DCF and its subcontracted providers, DOE, and Local School Districts: Examine home-based learning readiness programs, such as HIPPY (Home Instruction for Parents of Preschool Youngsters), PAT (Parents as Teachers), and the Build Better Readers/Just Read Florida Programs to determine if those programs can be brought to the caregivers of pre-school-aged children in out-of-home care.

g. DCF and its subcontracted providers, DOE, and Local School Districts: Work together to ensure that the Department of Health (DOH) and DOE programs for developmental and behavioral screening for children birth to age 3 are appropriately accessed and that there is a seamless transition to DOE/school-based programs that begin at age 3.

h. Local School Districts: Provide developmentally appropriate counseling and supports in early learning programs. Train all early learning personnel to be trauma-informed as to the children's abuse and neglect experiences.

4. Full Participation in the School Experience

Summary

Problem: Children in out-of-home care are sometimes excluded from academic programs, extracurricular activities, and school events. Even if the exclusion is unintended, the conditions for participation may make it difficult, if not impossible, for children in out-of-home care to join in. These opportunities are critical not only for the child's social and academic development, but are necessary for admission to certain post-secondary schools.

Goal: Children have the opportunity and support to fully participate in all aspects of the school experience, both in curricular and non-curricular activities

Suggested Actions

a. DCF and its subcontracted providers: Identify and refer children to tutoring, remedial, and enrichment programs in the community.

b. DCF and its subcontracted providers: Require all caregivers (including group homes and shelters) to establish a means for children to participate in school-related events and activities, including providing transportation.

c. DCF and its subcontracted providers and Local School Districts: Allow and encourage children in out-of-home care to participate in school clubs, after-school activities, sports, and social events. Ask Booster clubs and Parent Teacher School Associations to set aside funds to underwrite the costs of participation for children in out-of-home care.

d. DCF and its subcontracted providers and Local School Districts: Collaborate with community-based care lead agencies and school districts' local points of contact to assist with any barriers or difficulties children may encounter when attempting to enroll in or participate in school clubs, after-school activities, sports, and social events.

e. Local School Districts: Reach out to caregivers to encourage participation in established parental involvement programs.

5. Supports to Prevent Dropout, Truancy & Disciplinary Actions

Summary

Problem: Children in out-of-home care have higher rates of truancy, disciplinary problems, and school dropout that negatively impact their learning experience and ability to make successful transitions, whether to permanency or to adulthood.

Goal: Children are provided with supports and services to prevent school dropout, truancy, and disciplinary actions and any other barriers that preclude them from transitioning successfully into permanency and adulthood.

Suggested Actions

a. DCF and its subcontracted providers and Local School Districts: Identify community programs to encourage positive behaviors and engage children in school.

b. DCF and its subcontracted providers and Local School Districts: Develop and implement protocols for rapid notice by schools to DCF/case managers, foster parents, or surrogate parents, when a child is exhibiting at-risk behaviors in school, frequently missing school, or showing a lack of school progress.

c. DCF and its subcontracted providers: Monitor educational progress and communicate to the school early signs of problems.

d. DCF and its subcontracted providers, DOE, and Local School Districts: Ensure the child's parent or surrogate parent is involved in all educational decisions.

e. Local School Districts: Attempt other forms of intervention before expelling or referring children in out-of-home care to the Department of Juvenile Justice (DJJ) or alternative schools. Schools are required to follow board-approved Code of Student Conduct procedures, which may include escalating levels of intervention for all students.

f. Local School Districts: Ensure that children with disabilities have behavioral intervention plans as appropriate.

g. Local School Districts: Define missing school or class for documented DCF purposes as an excused absence and prohibit loss of credit or other negative impact for unavoidable absences. All efforts should be made to avoid the youth being absent from education or extracurricular activities.

6. Children are Involved, Engaged and Empowered

Summary

Problem: Children in out-of-home care are often disconnected from the planning and decision-making about their involvement in the child welfare system. Children experience better outcomes when they are involved in the decisions that affect their lives. Many children in foster care who have special educational needs are at risk of transitioning to adulthood without the on-going support of a permanent family; therefore, their need to be empowered to advocate for themselves is even more critical.

Goal: Children are involved and engaged in all aspects of their education and educational planning, and are empowered to be advocates for their education needs and pursuits.

Suggested Actions

a. DCF and its subcontracted providers and Local School Districts: Work together to train children about their educational rights and on self-advocacy.

b. DCF and its subcontracted providers and Local School Districts: Work together to ensure school involvement in DCF's education planning process.

c. DCF and its subcontracted providers and Local School Districts: Help children obtain educational mentors who will help them strive to complete school and continue to post-secondary education.

d. DCF and its subcontracted providers and Local School Districts: Train all personnel who work directly with children of appropriate age on how to engage the children in education planning.

e. DCF and its subcontracted providers and Local School Districts: Ensure that children of appropriate age are consulted about their educational preferences and needs – including whether they should change schools when their placement changes.

f. DCF and its subcontracted providers and Local School Districts: Ensure that children of appropriate age are involved in the creation of their “educational and career path plan” and that this plan is jointly developed and implemented between the local school and community-based care lead agency.

g. DCF and its subcontracted providers and Local School Districts: Ensure that children are involved in their Individual Education Plan (IEP), Transition IEPs, and Section 504 Plans.

7. Consistent Adult Support & Educational Decision- Maker

Summary of Problem

Children in out-of-home care may not have a consistent adult to advocate for educational services and to support educational goals the way a parent typically would. For children with disabilities, the need for an educational decision-maker is even more acute because only certain individuals can act as a “parent” and request special education testing and services. Not having a legally authorized educational decision-maker can hold up evaluations and appropriate special education services.

Suggested Actions

a. DCF and its subcontracted providers: Ensure that case workers, foster parents and/or education liaisons reinforce the value of education and advocate at school for children in out-of-home care.

b. DCF and its subcontracted providers: At shelter, disposition, and judicial reviews, determine who is the legally authorized decision-maker for a child with or suspected of having a disability. If there is no educational decision-maker, ask the court to designate someone or appoint a surrogate parent.

c. DCF and its subcontracted providers and Local School Districts: Appoint or seek the appointment of surrogate parents for all eligible children.

d. Local School Districts: Recruit and train qualified surrogate parents.

e. DOE: Update the Surrogate Parents’ technical assistance paper, as needed, to align with the law and best practices to provide guidance to local schools.

f. Local School Districts: Ensure that training offered for surrogate parents is also offered to caregivers, guardians ad litem, and others who may act as a surrogate parent, whether appointed by schools or courts.

g. Local School Districts: Review the surrogate parent training material used by schools, and incorporate the best material for distribution to others.

8. Children with Disabilities are Identified Early & Served Appropriately

Summary

Problem: Several children in the child welfare system have undiagnosed disabilities. Children in shelter status are referred for a Comprehensive Behavioral Health Assessment within seven calendar days of being removed from their household.

In the school setting, numerous factors contribute to the under-identification of children with educational disabilities. For example, children may not have educational advocates to take the place of parents in requesting evaluation; children may change schools so rapidly that teachers do not have enough time to identify concerns; and trauma-related behaviors might mask educational disabilities.

Goal: Children who have or are suspected of having a disability receive prompt and appropriate assessments, Individual Educational Plans, and accommodations, supports and related services consistent with the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, and applicable state law.

Suggested Actions

a. DCF and its subcontracted providers, DOE, and Local School Districts: Share results of assessments to ensure that each system is working with all available information about each child.

b. DCF and its subcontracted providers and Local School Districts: Review status of all children who are academically one or more grade level behind their grade level to ascertain whether they have been currently and appropriately assessed for educational disabilities.

c. DCF and its subcontracted providers and Local School Districts: Identify the person(s) responsible for making educational decisions, including providing consent, in accordance with timeframes specified by IDEA for students in out-of-home care.

d. DOE and Local School Districts: Ensure that consent for initial evaluations of students in out-of-home care who are suspected of having a disability are provided to the local school district within 30 days of the request for evaluation.

e. DOE and Local School Districts: Assessments for students with disabilities who transfer from one school district to another school district within the same school year must be coordinated for those students prior to any subsequent school change.

f. Local School Districts: For students in out-of-home care who are suspected of having a disability, provide information to the parent or surrogate parent who has the authority for educational decision-making regarding the right to request that general education intervention procedures be completed concurrently with the evaluation.

g. Local School Districts: Once the evaluation has been completed, a final report should be provided at no charge to the educational surrogate, case worker, and custodian. The results of the evaluation should be reviewed during an Eligibility Staffing. At that time, all questions regarding the assessment should be addressed.

9. Trauma-Sensitive School Environments

Summary

Problem: Most children who enter out-of-home care have experienced some form of trauma that will have long-lasting effects on their physical, developmental, and mental health. School personnel who are not aware of the child's background may not understand reactive behaviors and may refer the child to law enforcement for criminal prosecution. Such conduct has the consequence of placing children who are the victims of abuse and neglect into the DJJ system.

Goal: Children are educated in a trauma-sensitive environment that recognizes the root cause of inappropriate behaviors and provides appropriate behavioral supports that create a safe environment conducive to learning.

Suggested Actions

a. DCF and its subcontracted providers, DOE, and Local School Districts: Devise strategies to enhance communications among schools, foster care providers, DCF, and mental health providers to share information about a child's experience and trauma reactivity while still being sensitive to confidentiality requirements.

b. DCF and its subcontracted providers and the Local School Districts: Retrieve data and study the incidents of school dropout, truancy, and disciplinary actions occurring for children in DCF custody. Examine whether the cause of inappropriate behaviors is

trauma-related and develop proposed solutions to the over-representation of children in foster care who are dropping out, truant, or subjected to disciplinary actions.

c. Local School Districts: Provide teachers with information about the incidence, prevalence, and impact of trauma and how to work effectively with children who have trauma histories.