

INTERAGENCY AGREEMENT
Jackson County School Board, Department of Children and Families,
and NWF Health Network to Support Foster Care Families

THIS INTERAGENCY AGREEMENT is made and entered into as of this 19th day of November 2024 by and between:

THE SCHOOL BOARD OF JACKSON COUNTY, FLORIDA

(hereinafter referred to as the “School Board”), whose principal place of business is 2903 Jefferson Street, Marianna, FL 32446, which has educational authority and responsibility at the local level for Jackson County, and

THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, NORTHWEST REGION

(hereinafter referred to as “DCF”), whose principal place of business is 1317 Winewood Blvd., Tallahassee, Florida 32399. DCF refers to the staff of the Department of Children and Families, Northwest Region, Tallahassee, Florida.

and

NWF HEALTH NETWORK

(hereinafter referred to as “NWFHN”), whose principal place of business is 525 Martin Luther King Blvd, Tallahassee, Florida 32301, serving abused, neglected and abandoned children in lieu of DCF in Bay County,

collectively hereinafter referred to as the “Parties.”

WHEREAS, the School Board must fulfill its constitutional obligation to educate children of compulsory school age; and

WHEREAS, the School Board is the Local Education Agency for the Individual with Disabilities Education Act (IDEA) and an administrative entity for Section 504 of the Carl Perkins Vocational Rehabilitation Act and must fulfill its obligation for education and related services to children 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; and

WHEREAS, DCF is the local agency to provide, either directly or indirectly through its lead agency, NWFHN, and its contracted providers, the full range of child welfare services under Florida Statutes and Administrative Rules; and

WHEREAS, the Parties acknowledge that stability within the educational setting and educational progress are critical components in the life of a child known to DCF or NWFHN; and

WHEREAS, F.S. 39.0016(1)(a) defines children known to the department as children who are found to be dependent or children in shelter care; and for the purposes of this agreement, children known to DCF or NWFHN or their Contracted Providers refers to children known to the department; and

WHEREAS, F.S. 39.0016(4) requires DCF to enter locally into agreements with district school boards regarding children known to DCF or NWFHN who are of school age and children known to DCF or NWFHN who are younger than school age but who would otherwise qualify for services from the district school board; and

WHEREAS, the children covered by this agreement are those children known to DCF who are either a subject of an investigation or are being served through DCF or NWFHN while remaining in their own homes and those who have been placed by DCF or NWFHN in a licensed shelter home or facility, foster family, group home, or residential treatment facility, or in an unlicensed setting with a relative or non-relative, or any combination, thereof pursuant to a Court Order, and

WHEREAS, the children known to DCF or NWFHN may have or be “at risk” for developing academic and/or behavioral problems, possibly due to the disruption in their lives, and may require services

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including, but not limited to, those defined by F.S. 1003.01(3)(a), (3)(b) and (10); F.S. 1003.53; F.S. 39.0016(4), and F.S. 445.004(10)(a); and

WHEREAS, F.S. 1000.21(5) provides the definition of parent to be “either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of a parent;” and

WHEREAS, the purposes of this Agreement are to promote collaboration between the Parties to 1) ensure educational access and facilitate the delivery of services or programs; 2) avoid duplication of services or programs; and 3) combine resources to maximize availability or delivery of services or programs to children known to DCF or NWFHN ; and

WHEREAS, the provisions of F.S. 39.0016(2) establish goals and not rights and do not require the delivery of any particular service or level of service in excess of existing appropriations and do not support a course of action against the state or any of its subdivision, agencies, contractors, subcontractors, or agents. These provisions do not require the expenditure of funds to meet the established goals of this agreement or of F.S. 39.0016(2) except funds specifically appropriated for such purpose.

NOW, THEREFORE, in consideration of the mutual covenants embodied herein and other valuable considerations, the Parties to this Interagency Agreement mutually agree as follows:

ARTICLE 1 – RECITALS

1.01 Recitals.

The Parties agree that the foregoing recitals are true and correct and that each recital is incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term.

This Agreement shall be in effect from the date of execution by all Parties and shall continue for two years with an annual review in the interim.

2.02 Outside Agreements

This Agreement does not preclude or preempt either Party from entering into non-conflicting agreements with other parties outside of this Agreement. Such agreements shall not nullify the force and effect of this Agreement.

2.03 Dissemination of Agreement.

Each Party agrees to disseminate this Agreement to appropriate personnel in each agency and to provide information and technical assistance in the implementation of the Agreement.

2.04 Agency Collaboration.

In order to support continued collaboration, the Parties’ representatives agree to meet, at a minimum, on an annual basis to:

- a) review each agency’s rules, regulations, policies and practices as they impact the education of children known to DCF and/or NWFHN;
- b) make recommendations to the Superintendent of Schools, the School Board, the Regional Director, DCF and NWFHN regarding procedures, processes, guidelines and policies as they impact children known to DCF or NWFHN. and
- c) define and establish communication protocols, identify responsible staff and facilitate prompt and substantive information sharing between the Parties.

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2.05 Training and Staff Development.

- a) Each Party agrees to promote the provision of training and staff development related to the implementation of this Agreement.
- b) DCF and NWFHN shall incorporate an education component into all training programs of their agency's staff development regarding children known to DCF or NWFHN. Training components shall include processes and activities related to the implementation of this Agreement.
- c) DCF and NWFHN shall provide training of surrogate parents to include how an ability to learn is affected by abuse, abandonment, neglect, and removal from the home; training for parents in cases in which reunification is the goal, or for pre-adoptive parents when adoption is the goal, so that such parents learn how to access the services needed by the child known to DCF or NWFHN and the importance of their involvement in the education of the child known to DCF or NWFHN ; training for caseworkers and foster parents to include information on the right of the child known to DCF or NWFHN to an education, the role of an education in the development and adjustment of the child known to DCF or NWFHN, the proper ways to access education and related services for the child known to DCF or NWFHN , and the importance and strategies for parental involvement in education for the success of the child known to DCF or NWFHN ; and training for caseworkers regarding the services and information available through the Florida Department of Education and the School Board including, but not limited to, the current Florida education standards, the Surrogate Parent Training Manual, and other resources accessible through the Florida Department of Education or the School Board.
- d) The School Board shall provide training opportunities for school district personnel. Training components shall include the processes and activities related to implementation of this Agreement.
- e) The School Board shall promote the practice of allowing Guardian Ad Litem and foster parents to attend surrogate parent training offered by the School Board Exceptional Student Education staff or other persons designated by the School Board.

2.06 Sharing of Information.

- a) Each Party agrees to promote, to the fullest extent permissible and in compliance with federal law and state law including, but not limited to, Chapter 39, Florida Statutes, and F.S. 1002.22, the sharing of information concerning children known to DCF or NWFHN when it is relevant to their educational growth including post-secondary pursuits, job training, employment and other benefits;
- b) Each Party agrees to share electronic student data across systems, in full compliance with state and federal confidentiality requirements, particularly FERPA, 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 all to improve the level of educational achievement for children known to the Department.
 - 1) The Department will extend direct access to information sharing systems, as may be available and compatible between the Parties' computing systems. If at some point it becomes possible, Florida Safe Families Network ("FSFN") access will be extended to the School Board.
 - 2) The School Board will extend direct access to FOCUS Parent Portal system.
- c) Each Party agrees that it may be necessary to restrict information sharing due to statutory prohibitions other than those enunciated in F.S. 39.202. It is understood that the sharing of student records with parental or custodial consent does not abrogate the confidentiality of the records as to other non-designated parties.
- d) Each Party agrees to continue to improve the technical interface among automated data systems of the Parties to provide for the efficient sharing of information;
- e) DCF and NWFHN shall take all steps necessary to promote consent by the natural parent(s), legal guardian(s), and/or court to enable the School Board to provide DCF the educational records for children known to DCF or NWFHN.
- f) DCF or NWFHN shall notify the School Board and the child's school of the name and phone number of the child, the child's caregiver(s) and the child's caseworker for child safety purposes.

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- g) DCF or NWFHN shall provide the child's school a copy of the Shelter/Protective Services/Foster Care School Notification Form at initial removal from the natural parents or caregivers and any subsequent change in the child's status that affects the delivery of services under this Agreement. Attached to this School Notification form, shall be any court order that prohibits the natural parent or any other person from contact with the child and any other court order that may be relevant to the child's educational program or setting. DCF or NWFHN shall ensure that the School Notification Form and any attachments are provided to the child's school no later than 72 hours subsequent to the change.
- h) DCF or NWFHN shall ensure that current psychological and/or psychiatric evaluations that were obtained by DCF or NWFHN which contain relevant information to the extent that it relates to the education needs of the child shall be provided to the School Board. A court order for the exchange of psychological and/or psychiatric evaluations may substitute for a release, if it is determined by the court to be in the best interest of the child.
- i) The School Board shall provide to DCF and NWFHN a listing of services/ resources available within the School Board that the School Board believes are reasonably necessary to meet the needs of, and to facilitate educational access for, a child known to DCF or NWFHN. The services identified shall include, but not be limited to, current Florida education standards, the Surrogate Parent Training Manual, and other resources accessible through the School Board to facilitate educational access for a child known to DCF or NWFHN;
- j) The School Board, to the extent feasible, shall provide access to information concerning a child's school attendance to DCF, NWFHN or GAL to promote school attendance, upon specific request of DCF, NWFHN or GAL.
- k) The School Board will notify the guardian of all communication requirements found in Chapters 1000-1014 of Florida Statutes. NWFHN will notify parents of communication to the guardian.

2.07 Background Check.

- a) All employees, appointees or agents who come into contact with students or student records shall first submit to and clear a background check in a manner prescribed by Florida law. It is the sole responsibility of DCF and NWFHN to ensure that all personnel have met this requirement. DCF and NWFHN shall maintain sufficient records to demonstrate compliance with this paragraph and produce same upon request from the School Board.
- b) DCF and NWFHN shall maintain a list of authorized personnel that can meet with children at school.

2.08 Educational Stabilization.

- a) The Parties agree to promote program initiatives to facilitate the effective and efficient delivery of education and related services to children known to DCF or NWFHN.
- b) DCF and NWFHN shall attempt to place children in shelter and foster care homes within or closest to their home school boundaries to facilitate stabilization of school placements.
- c) To the extent feasible, DCF and NWFHN shall limit non-emergency changes of placement of children during a school term.
- d) To the extent feasible, DCF and NWFHN shall minimize appointments for children during the school day, requiring children to be absent from school.
- e) DCF and NWFHN shall promote practices that engage caseworkers and foster parents in the education of children known to DCF or NWFHN including, but not limited to, attendance at parent-teacher conferences, school open houses, and other events significant to the education of the child.

2.09 Transportation.

- a) The Parties agree to assess the availability of federal, charitable, or grant funding for transportation for children known to DCF or NWFHN.
- b) DCF and NWFHN shall attempt to place children in shelter and foster care homes within or closest to their home school boundaries to facilitate transportation to and from school.
- c) The School Board shall accept requests to provide bus transportation for children who are in foster care in accordance with the federal definition found in 45 C.F.R. § 1355.20(a) in order to maintain

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a child's school of origin throughout the remainder of the current school term when it is determined to be in the best interest of the child to maintain the school of origin. Such bus transportation is not required by this Agreement nor guaranteed by the School Board. Requests for such bus transportation shall be processed within ten business days of receipt of the request by the School Board Transportation Department.

- d) DCF and NWFHN shall retain the responsibility to provide transportation to and from school for children known to DCF or NWFHN during the time that the School Board bus transportation is being considered and/or in the event that the School Board bus transportation cannot be arranged.
- e) DCF and NWFHN shall assist the School Board in maintaining a list of authorized personnel that can transport children from school. All personnel who transport students must comply with the requirements of the school for approval to pick up or transport a student.

2.10 Case Planning.

DCF and NWFHN shall promote the involvement of the School Board and the child's school in case planning for a child known to DCF or NWFHN as necessary to effectively address educational, job training and employment issues at the time of plan development and at the time of plan review. DCF or NWFHN shall provide notification of case planning and/or case review meetings to provide relevant educational information regarding the child

2.11 Psycho-educational and Psychological Assessments.

- a) DCF and NWFHN shall, to the extent feasible, require agencies and individuals performing psycho-educational and psychological assessments of children known to DCF or NWFHN to use evaluation instruments and procedures that are consistent with Florida Department of Education and the School Board requirements as outlined in the School Board's Special Programs and Procedures for the Provision of Special Instruction and Services for Exceptional Students.
- b) The School Board shall consider outside assessments of children known to DCF or NWFHN when they are consistent with Florida Department of Education and the School Board requirements as outlined in the School Board's Special Programs and Procedures for the Provision of Special Instruction and Services for Exceptional Students.

2.12 Students with Disabilities and Independent Living Skills

- a) The Parties acknowledge and agree that, unless prohibited by court order, natural parents may represent or participate in the process of determining the special education needs of their children. The Code of Federal Regulations 34 C.F.R. § 300.13 restricts DCF or NWFHN from signing in lieu of parents.
- b) The School Board shall provide individualized student intervention plans for students, including students with disabilities who have individual educational plans or 504 accommodation plans, when a determination has been made through legally appropriate criteria that interventions are required. The plans must include strategies designed to enable the child to promote the attainment of educational goals.
- c) The School Board shall coordinate services for a child known to DCF or NWFHN who has or is suspected of having a disability to ensure that the child receives an appropriate education consistent with the Individuals with Disabilities Education Act and state implementing laws, rules and assurances. Coordination of services may include 1) referral for screening; 2) sharing of evaluations between the School Board and DCF and NWFHN when appropriate; 3) the provision of education and related services appropriate for the needs and abilities of a child known to DCF or NWFHN ; and 4) where applicable, transition planning.
- d) The School Board shall determine the need for a surrogate parent on a case by case basis consistent with applicable law.
- e) This collaboration will work to ensure educational progress and to assist students in acquiring essential independent living skills, including readiness for pursuit of higher education goals and/or employment. Where applicable, collaborative programming on independent living skills and post

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high school opportunities shall also be undertaken for children known to DCF or NWFHN and not having a known or suspected disability.

2.13 Opening and Closing of Licensed Residential Programs.

DCF or NWFHN shall provide written notice to the School Board when it plans to open or close a group residential program, in order to give the respective agencies, lead time for program and resource planning.

2.14 Agency Designees.

- a) The School Board's designee for the purpose of executing and administering this Agreement shall be the Superintendent of Schools and School Board Chairman, who may assign a designated administrator for the purpose of monitoring this Agreement.
- b) DCF's designee for the purpose of executing and administering this Agreement shall be the Assistant Secretary for Child and Family Well-Being, who may assign a designated administrator for the purpose of monitoring this Agreement.
- c) NWFHN 's designee for the purpose of executing and administering this Agreement shall be the CEO, who may assign a designated administrator for the purpose of monitoring this Agreement.

2.15 Interagency Dispute.

The Parties agree that, in the event of an interagency dispute, if the dispute cannot be resolved successfully among staff at the local agency level, then the dispute will be resolved between, the Superintendent of Schools, the School Board, and the Regional Director, Northwest Region, DCF or as otherwise provided for by contract between DCF and its lead agency.

2.16 Evaluation.

The Parties agree to participate in evaluations conducted by the agencies to determine the effectiveness of the Agreement and to make recommendations for future enhancements that may benefit children known to DCF and NWFHN.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity.

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity or the powers of 768.28, F.S. by any agency to which sovereign immunity may be applicable.

3.02 No Third-Party Beneficiaries.

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Neither Party intends to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either Party based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

3.03 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.

3.04 Records.

Each Party shall maintain its own respective records associated with this Agreement in accordance with applicable records retention requirements. Each Party shall be responsible for compliance with any public record request served upon it pursuant to F.S. 119.07 and any resultant award of attorney's fees of non-compliance with that law. Each Party shall comply with confidentiality requirements pursuant to federal and

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state law including, but not limited to, Chapter 39 regarding child abuse records and applicable sections of the Health Insurance Portability and Accountability Act.

3.05 Entire Agreement.

This document incorporates 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.

3.06 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.

3.07 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 express 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.

3.08 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. Either 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.

3.9 Compliance with Laws.

Each Party shall comply with all applicable Federal and State laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.10 Governing Law.

This Agreement shall be interpreted and construed in accordance with and governed by federal and state law. Any controversy or legal problem arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state court of the Fourteenth Judicial Circuit of Bay County, Florida.

3.11 Binding Effect.

This Memorandum of Agreement (MOA) is not a binding contract. This agreement is an expression of cooperation for the purpose of providing services to clients and coordinating activities to the extent possible and as allowed by law. No contract rights attach to this MOA for any of the parties or for any third-party beneficiaries.

3.12 Assignment.

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by either Party without the prior written consent of the other Party.

3.13 Force Majeure.

Neither Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, tornado, earthquake, explosion, war, sabotage, accident, flood, act of God, strike or other labor dispute, riot or civil commotion or by reason of any other matter or condition

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beyond the control of either Party and which cannot be overcome by reasonable diligence and without unusual expense.

3.14 Place of Performance.

All obligations of the School Board under the terms of this Agreement are reasonably capable of being performed in Jackson County, Florida and shall be performable in Jackson County, Florida.

3.15 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.

3.16 Notice.

When either Party desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified. The address for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective Party and place for giving notice:

3.17 This nine (9) page Memorandum of Agreement is not a binding contract. It is an expression of cooperation for the purpose of providing services to clients and coordinating activities to the extent possible and as allowed by law. No contract rights attach to this MOA for any of the parties or for any third-party beneficiaries. This Memorandum of Agreement is effective upon signing and shall end two years from date of final signature unless extended in writing by the parties. A party may terminate their involvement in the memorandum without cause upon written notice to the remaining parties.

To the School Board: Superintendent of Schools
 The School Board of Jackson County, Florida
 2903 Jefferson Street
 Marianna, Florida 32446

To DCF: Jess Tharpe, Assistant Secretary for Child and Family Well-Being
 Department of Children and Families
 2505 West 15th St.
 Panama City, Florida 32401

To NWFHN: Kelly Faircloth, Circuit 14 Administrator
 NWF Health Network
 525 Martin Luther King Blvd
 Tallahassee, Florida 32301

3.17 Captions.

The captions, section numbers, article numbers, title and headings in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18 Authority.

This Memorandum of Agreement is effective upon signing and shall end (2 year maximum) unless extended in writing by the parties. A party may terminate their involvement in the memorandum without cause upon written notice to the remaining parties.

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

The School Board of Jackson County, Florida

Superintendent

November 19, 2024
Date

Jackson County School Board Chairman

November 19, 2024
Date

Florida Department of Children and Families

Jess Tharpe, Assistant Secretary for Child and Family Well-Being

Date

NWF Health Network

Kelly Faircloth, Circuit 14 Administrator

Date