

**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 into this interagency agreement to coordinate their respective responsibilities for furnishing educational and vocational services and supports for children known to the Department of Children and Families, acting through their contracted Community Based Care providers throughout the State of Florida. The coordination of services and supports across agencies is critical to positive educational and meaningful life outcomes for Florida's children. Such services require the coordinated flow of information across multiple child-serving agencies to ensure that policy, procedure, service delivery and resource development are provided in a manner that maximizes the likelihood of positive outcomes.

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, 2013.

**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.

b. "Department of Children and Families", or "DCF", when used in this Agreement, includes the department's contracted foster care providers, or "Community Based Care agencies" and their subcontracted providers, as the context requires.

c. "Local liaisons" are those members of the partners to the local interagency agreements.

d. "Local liaison teams" are the groups of local liaisons in each judicial circuit, or county, that are appointed by the state parties to this Agreement, or by each party's local counterpart. Each local liaison team shall be comprised, at minimum, of 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, a member from DJJ local staff. The local liaison teams should seek additional representatives to be appointed by the local Regional Workforce Board, 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).

### **3. General**

The Parties acknowledge that the well-being of children, youth and young adults across child and youth serving systems and the progress of the children in appropriate educational and career/technical (vocational) programs requires a commitment of the Parties to work together. Further, stability within the educational setting and educational progress, including progress toward post-secondary education, and employability skills through either vocational or post-secondary education are important to the children known to the Department 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 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, effective July 1, 2011, and is charged with administering Florida's comprehensive early childhood education system, consistent with section 20.15(3)(h), Florida Statutes; and

b. DCF is the state agency to provide, either directly or through contracted Community Based Care providers, child welfare services under Florida Statutes, Administrative Rules; and

c. Section 39.0016(2), Florida Statutes, requires DCF to enter into an agreement with DOE regarding the education and related care of children known to the Department; section 39.0016(2), Florida Statutes, also requires DCF to enter into local agreements with district school boards or other local education

entities regarding children known to the Department who are of school age and children known to the Department who are younger than school age but who would otherwise qualify for services from the district school board; and

d. Regional Workforce Boards are the regional agencies responsible for job training and employment services and functions as the grant recipient of federal workforce funds. The local agreements shall include partnership with the Regional Workforce Boards and shall seek to include in the agreements a provision that youth subject to the agreement will receive a priority status in services by the Regional Workforce Boards; and

e. APD is the agency responsible for providing all services provided to persons with developmental disabilities under Chapter 393, Florida Statutes, including the operation of all state institutional programs and the programmatic management of Medicaid waivers established to provide services to persons with developmental disabilities. APD provides critical services and supports to eligible children, youth and adults with developmental disabilities. The agency serves people with intellectual disabilities as defined in Chapter 393 FS, spina bifida, autism, cerebral palsy and Prader-Willi syndrome; and

f. The children known to the Department 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 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 the Department 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

g. Children known to the Department may have, or be "at risk" of developing academic and/or behavioral problems possibly 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 Youth ("Guide") and defined by sections 1003.01(3)(b) and 1003.01(10), Florida Statutes; section 1003.53; Florida Statutes, section 39.0016(2), Florida Statutes; and section 445.004(10), Florida Statutes.

#### **4. State Level Inter-Agency Responsibilities**

Each party will designate a Liaison from within its respective agency to oversee the implementation of this Agreement. In order to support continued

collaboration, the agency Liaisons will meet at least quarterly, and every six months will prepare a progress report on the agreement and its components which shall be transmitted to the agency principals in its entirety.

The Department of Education 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 area 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 attached Guide to Improve Educational Opportunities for Florida's Foster Youth ("Guide") in improving educational services to the youth. Areas of work shall specifically include but not be limited to:

- a. The 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 and the Fostering Connections Act of 2008 to determine which provisions should be comprehensively addressed;

- b. Timely notification, if known, 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 the Department, to ensure input from the state level group;

- c. A report, in the first six months following the execution of this Agreement, to the agency principals or designees specifying all such statutes, rules and plans that must be amended in order to fully implement this agreement along with a recommended prioritization and completion time frame;

- d. Recommendations to the Commissioner of Education, 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;

e. 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;

f. The provision of technical assistance as requested in the development and implementation of local interagency agreements between the parties as required by section 39.0016 (2), Florida Statutes;

g. 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 the mandatory local liaisons to a local liaison team for each judicial circuit, as defined in Paragraph 2.d above. The liaisons shall work to achieve appropriate educational, job training and employment services for the children known to the Department subject of this agreement; and shall work cooperatively to resolve systemic issues statewide and locally, as well as any individual youth-specific issues. The liaisons shall create or modify an existing local interagency agreement that includes solutions to the most pressing issues outlined in the Guide to Improve Educational Opportunities for Florida's Foster Youth, 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 Organization, who will participate on behalf of children known to the Department.

a. Within 90 days of the effective date of this Agreement, local DCF liaison shall contact the other liaisons for the specific geographic region to convene the next quarterly meeting, to use the Guide to Improve Educational Opportunities for Florida's Foster Youth to draft, modify or implement the local interagency agreement.

b. The local liaisons will meet at least quarterly to discuss and resolve systemic issues. Meetings to discuss youth-specific cases must be convened without delay. The liaison 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 liaisons.

## **6. Training and Staff Development**

Training and staff development, both at the State level and the local level, is crucial to assist each party working with children known to the Department 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 have to offer these children. All parties, both statewide and local, will notify and invite all other parties whenever they will sponsor or offer a training that includes any of the subjects of this Agreement or the Guide or that otherwise affects children known to the Department.

Specific training requirements include:

a. DCF shall incorporate an education component into all training programs for relevant staff of their agency and contractors regarding the youth. DCF shall utilize, and refer, relevant staff and contractors to trainings on educational issues that are currently provided by DOE. DCF shall offer opportunities for educational training to 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, so that such parents and care givers learn how to access the services needed to produce positive educational outcomes for the youth and the importance of their involvement in the education and life of the youth. Local level interagency liaisons will identify training topics and delivery mechanisms as a component of the local agreement activities;

2) Training for dependency caseworkers, foster parents (substitute care givers or providers) and waiver support coordinators to include information on the rights of the youth to an education, the role of an education in the development and adjustment of the youth, 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, and other education related organizations such as the Florida Diagnostic and Learning Resource Services (FDLRS) including, but not limited to, the current Next Generation Sunshine State Standards, the Surrogate Parent Training program and Manual, and other resources accessible through the DOE or local school districts to facilitate educational access for a youth or his or her parents or family. This training should also include information on career exploration, educational planning [such as CHOICES and FACTS.ORG], and parent 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 FDLRS in the recruitment and training of surrogate parents. (34 C.F.R. section 300.519) DOE will request information from each school district as to its surrogate parent program, including recruitment, training and appointment, and will annually provide information to the parties on this, and the invitation to and participation by Guardians ad Litem and children's caregivers, including foster parents and others.

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 in DCF's Dependency Court Improvement Conference and other conferences, including providing suggestions for speakers and training materials.

e. DCF will promote practices that engage caseworkers and foster 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 and creating the message to 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 the Department. 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, Florida Statutes, and federal Family Educational Rights and Privacy Act (FERPA). 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 redisclosure. The parties also agree that in utilizing the Department's FSFN system or any other data system containing child-specific information, they will only seek information for individual children for whom that party exercises legal or physical custody rights or for individual children who are the subject of a meeting convened at the local or state level to resolve that child's situation.

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, Florida Statutes, and sections 1002.22 and 1002.221, Florida Statutes, 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 post secondary pursuits, job training, employment and other benefits;

b. That it may be necessary to restrict information sharing due to statutory prohibitions other than those enunciated in section 39.202, Florida Statutes. 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. 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. In particular, 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 the Department. A listing of these services shall be provided by local school district liaisons, to RWB, DJJ, APD and DCF staff. The services identified shall include, but not be limited to, current Next Generation Sunshine State 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 Regional Workforce Board One Stop Career 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. Regional Workforce Boards will provide current information on available youth services on their websites;

e. In circumstances that constitute a health or emergency situation under 34 C.F.R. section 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.

f. That it is necessary to obtain appropriate consent or court authorization to share personally identifiable student information in all situations that do not constitute a health or emergency situation. DCF shall take all steps necessary to promote consent by the natural parent(s), or the legal custodians or foster parents of the children, or the entry of a court order authorizing the release of



personally identifiable student information to enable school districts and DJJ and Regional Workforce Board staff to provide to DCF the educational and job training records for the youth. DOE, in consultation with DCF, has created and disseminated consent forms that meet the requirements of federal law for this purpose. This consent/release form, as well as an acceptable court order, are attached as Exhibits to this Agreement. Any signed consent/release form or court order that is substantially similar to these exhibits is sufficient to permit the schools to share personally identifiable student information.

g. That DCF, APD, and DJJ shall promote the maintenance of current databases of clients/consumers and their respective caseworkers/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. DCF shall provide read only access to DOE to its Florida Safe Families Network case management system ("FSFN"), and to establish a formal agreement, to obtain information about children known to the Department, consistent with Florida and federal law. DCF shall coordinate this access to the local schools upon request; the local schools shall comply with the state level protocol for FSFN Access, under section 39.0016(2)(a), Florida Statutes.. This protocol 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 to the school and school district in which a child known to the Department is enrolled of the name and phone number of the child, the child's caregiver, the child's designated educational decision maker, including the surrogate parent if one is appointed by the court, the child's caseworker, and other designated persons, in a Foster Care School Registration Form to be developed jointly by DCF and DOE for safety purposes, which may be used as a template locally.

2) That DCF or its Community Based Care Organizations shall establish procedures to provide the school and, upon request, the district School Board's Foster Care Educational Liaison (FCEL) a copy of the Foster Care School Registration Form at initial removal of the child from the parents or guardians and any subsequent change in a child's status in state care that affects the delivery of

services under this Agreement. Attached to that Registration Form shall be a copy of any court order that prohibits the natural parent or any other person from contact with the student and information from any other court order which may be relevant to the youth's educational program or setting, including any court order providing for the release of personally identifiable student information;

3) DCF or its Community Based Care providers shall ensure that the Foster Care School Registration Form, or locally developed information format and any attachments are provided to the assigned school at the time of the status change in foster care status or no later than 72 hours subsequent to the change. A change in caseworker shall result in the submission of a new Form 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 in order 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; and

k. DCF or its Community Based Care providers shall ensure, upon proper release, 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, APD and Regional Workforce Boards who are providing services directly to the child, who in turn shall ensure that the information is considered in determining the educational, habilitation, job training and employment services required to meet the needs of the youth. A court order for the exchange of information may substitute for a release, if it is determined by the court to be in the best interest of the child.

## **8. Educational Stabilization**

In order to facilitate the school attendance necessary for academic achievement, the Parties will explore methods at both the state and local levels of encouraging prompt enrollment, continuation of youth in the school of origin whenever safe and feasible, a rapid transfer of records whenever a student changes schools and regular attendance within their respective systems. Specifically but not exclusively, the Parties will discourage practices that remove children from school to attend appointments and dependency court dates, and 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 experience a change in out-of-home placement:

a. Promote program initiatives to facilitate the effective and efficient delivery of education and related services to eligible children placed in licensed shelter care, foster 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 continuity of school placement for children who are in an out-of-home placement when they move to a placement in a new school zone, including procedures that allow requests for school reassignment and transportation when appropriate;

d. Promote the provision of transportation for children living in an out-of-home placement when it is in the best interest of the child to attend a school not within the approved school assigned boundaries of the out-of-home placement location;

e. Promote recognition of the authority of foster parents to enroll in school the children who are in their care, subject to providing the Foster Care School Registration Form;

f. 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

g. Promote the practice of changing schools during vacations or other logical breaks to minimize disruption of educational services.

## **9. Transportation**

The designated Parties below agree to promote the availability of transportation resources for children who are in out-of-home care to ensure that they can access education, job training and employment services, as follows:

a. DCF and DOE will explore the use of funding provided by the McKinney-Vento Act for children in emergency shelter care;

b. DCF shall explore transportation options including the use of Title IV-E funding to support such options as the purchase of public bus system passes;

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

d. 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.

## **10. 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 Regional Workforce Board 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 Regional Workforce Board FCE Liaison when there is documentation in the DCF case file of a youth's involvement in Workforce 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 wait 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 for all students, 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 through legally appropriate criteria that intervention services are required. The intervention or IEP must include strategies that promote the attainment of educational goals; and

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

## **11. Pursuit of Post Secondary Education**

The Parties recognize the importance of encouraging post-secondary education pursuits for the youth and agree to work collaboratively to encourage continued education to the highest level achievable for as many youth as possible. DOE will assist the Parties with the education of youth known to the Department (as well as youth adopted over the age of 16) regarding the availability of financial assistance to include tuition and fee exemptions, fee waivers and Road to Independence and related Independent Living Program and other funding from the State to help with post-secondary pursuits. 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.

## **12. Priority Employment, Training and Support Service Programs**

The Parties recognize the importance of the Regional Workforce Boards in providing employment and support for the youth, including but not limited to eligible foster care participants receiving independent living transition services, youth in the juvenile justice system, and youth with disabilities. 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 Regional Workforce Board 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;

e. Establishing strategies for coordination of the various funding sources and services regarding employment and training; and

f. Exploring ways to collaborate, improve and expand on Operation Full Employment with DCF.

### **13. Opening and Closing of Licensed Residential Programs**

In order to give the respective agencies sufficient time for program and resource planning, DCF shall ensure by contract that Community Based Care providers give 30 day's written notice when feasible to the District School Board and Regional Workforce Board Liaisons prior to opening or closing a group residential program.

### **14. Parental Rights/Exceptional Student Education (ESE)**

In order to ensure that children known to the Department receive an appropriate education consistent with the Individuals with Disabilities Education Act 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;

e. Appointment of a surrogate parent by the school district or the dependency court, when the child's parent or care giver cannot be located or is unable or unwilling to be the child's educational decision maker, consistent with the Individuals with Disabilities Education Act, for educational purposes for a student who qualifies as soon as the student is determined to be without a parent to act for the student. 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. section 300.519 and section 39.0016, Florida Statutes).

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

#### **15. Independent Living Skills**

DCF and DOE agree to promote that collaborative programming, as required by IDEA, for each youth who has or is suspected of having a disability and is 14 years of age and older include independent living transition planning by DCF and all of the youth's service providers to meet the requirements of the local school district for educational purposes. The collaboration shall be designed to enhance but not supplant DOE's responsibilities under IDEA. DOE as the State Education Agency (SEA) shall provide oversight through its monitoring processes for Local Education Agencies to meet the expectations as stated in federal law and regulations and state statutes and rules regarding transition services for students with disabilities. The SEA has a particular interest in working with DCF to fulfill its mandates and assurances under IDEA. This collaboration will work to promote educational progress and to assist students in acquiring essential independent living skills, including readiness for pursuit of higher education goals and/or employment. Where applicable, the Parties shall also undertake collaborative programming on independent living skills and post high school opportunities for the youth not having a known or suspected disability.

#### **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 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 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 s 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 the Department.

### **21. General Conditions**

a. The provisions of section 39.0016, Florida Statutes, establish standards and not rights, and do not require the delivery of any particular service or level of service in excess of 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, Florida Statutes, 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 state law including, but not limited to Chapter 39, regarding child abuse records, as well as applicable sections of the Health Insurance Portability and Accountability Act and FERPA.

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 by reason of 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:

David Wilkins, Secretary  
Department of Children and Families  
1317 Winewood Boulevard  
Tallahassee, FL 32399-0700

Gerard Robinson, Commissioner  
Department of Education  
325 West Gaines Street  
Tallahassee, FL 32399

Wansley Walters, Secretary  
Department of Juvenile Justice



2737 Centerview Drive  
Tallahassee, FL 32399-3100

Mike Hansen, Director  
Agency for Persons with Disabilities  
4030 Esplanade Way  
Tallahassee, FL 32399-0950

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**

Pat Dyce for David Wilkins 3-13-12  
Secretary Date

M. New Tucker 3/16/12  
Approved as to Form – DCF Office of General Counsel Date

**DEPARTMENT OF EDUCATION**

Leonard Robinson 4.10.12  
Commissioner Date

Charles M Deal 29 Mar 12  
Approved as to Form – DOE Office of General Counsel Date

**DEPARTMENT OF JUVENILE JUSTICE**

Robert King 6/12/12  
Approved as to Form – DJJ Office of General Counsel Date

Nancy White 5/23/12  
Secretary Date

**AGENCY FOR PERSONS WITH DISABILITIES**

Michael P. Horson 5/17/12  
Director Date

Michael Palesti 5/17/12  
Approved as to Form – APD Office of General Counsel Date

## **A Guide to Improve Educational Opportunities for Florida's Foster Youth**

*Youth 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 the recently enacted Fostering Connections to Success and Increasing Adoptions Act of 2008.*

*The following basic goals and specific actions to accomplish the goals in education of youth in out of home care are established as the departments' goals and actions.*

### **1. Educational Stability**

#### Summary of Problem

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

#### Data

A 2005 OPPAGA report found that during the 2003-2004 school year, 38% of Florida's youth in care changed schools at least once, compared to 7% of the general population. Office of Program Policy and Government Accountability (Dec. 2005). Report No. 05-61, *Improvements in Independent Living Services Will Better Assist State's Struggling Youth*. Youth lose up to six months of education each time they change schools. Yu, E. Day & Williams, M. (2002). *Improving educational outcomes for youth in care: A national collaboration (background paper)*. DCF League of Am. Press. A national study found that youth who had one fewer placement change per year were almost twice as likely to graduate from high school before leaving care. National Working Group on Foster Care and Education, *Educational Outcomes for Youth in Foster and Out-of-Home Care* (September 2007).

*Goal 1: Youth should remain in their same school when in their best interests. When a youth is first moved into shelter care, DCF should ensure that he or she remains in the home school whenever possible. When a youth is placed into foster care, his or her case plan should include a plan for ensuring his or her educational stability while in foster care. As part of this case plan, the Community Based Care agency should include assurances that:*

- the placement of the youth in foster care takes into account the appropriateness of the current educational setting and the proximity to the school in which the youth is enrolled at the time of placement; and*

- *the CBC agency has coordinated with appropriate local educational agencies to determine if the youth can remain in the school in which the youth is enrolled at the time of placement.*

### Suggested Actions

- DCF: Before transferring any youth to a new school, assess whether the move is in the youth's best interests and ask the school of origin whether remaining in the same school is feasible and advocate for the youth remaining in the school of origin when that is in the youth's best interests.
- DCF: If placement into shelter care is necessary, attempt to place youth in homes close to their current school. When this is not possible, work with the shelter care parents and the school district to keep the youth in the current school.
- DCF: If the youth is moved while in care, attempt to keep the youth in a new home near the current school or seek transportation options to keep the youth in the same school.
- DCF: Examine new expansion of uses of Title IV-E funding to include school transportation.
- School Districts and DCF: Coordinate to provide transportation for youth in care.
- School Districts and DCF: Collaborate to recruit shelter homes and foster homes from the local school community, including school parents, employees and partners.
- School Districts: Allow youth to remain in the same school if at all feasible. Consult with the local McKinney-Vento coordinator and check to see if the youth has an IEP that would dictate placement.
- FLDOE: Amend the State's McKinney-Vento Plan to expressly include youth who find themselves with no permanent home due to entry into the dependency system.
- School Districts: Use McKinney-Vento or Title I funds to provide transportation for youth in care, or seek other resources for this important education related service.

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

### Summary of Problem

The diminished educational and emotional progress caused by changing schools is magnified when the transfer does not happen smoothly. Sometimes there are delays in enrollment, caused by not having or failure to transfer school or immunization records. Other issues include lack of required school uniforms or other supplies. Unfortunately, sometimes apathy among foster parents and caseworkers leads to delays in enrollment. Youth are also impacted when schools have different schedules or graduation requirements which without special attention cause youth to lose credits and fall behind.

School records are sometimes lost or incomplete. Compounding those problems are jurisdictional fights over which school district is responsible for the education of the youth when the youth is removed from a home in one District and placed in a home in another District.

### Data

The Broward County School District found that 12% of students in care were not enrolled in school by the 20<sup>th</sup> day of the school year. After an extensive campaign to apprise DCF and school system staff of ways to resolve the problem, 98% of youth were enrolled by the 20<sup>th</sup> day of the following school year.

School policies may hinder the transfer of prior school records and prevent immediate enrollment of youth in out-of-home care when enrollment documents are not forthcoming. Studies in Pennsylvania, New York, and California have found that gaining access to prior school records is a serious barrier to school access for youth in care, resulting in significant enrollment delays. *Patricia Julianelle, J.D. (November 2008.) The McKinney-Vento Act and Youth and Youth Awaiting Foster Care Placemen: Strategies for Improving Educational Outcomes Through School Stability. Published by The National Association for the Education of Homeless Youth and Youth.*

*Goal 2.: If remaining in the same school is not in the best interest of the youth, the case plan should provide for immediate and appropriate enrollment in a new school and provide all of the educational records of the youth to the new school making any move a seamless transition, whether between schools or school districts.*

### Suggested Actions

- a. DCF and School Districts: Share information to ensure that schools identify youth in care and DCF officials have school records, while ensuring that youth's privacy is protected.
- b. DCF: Change schools only during the end of a marking period or school term. If the change is between one school with block scheduling and one without, change schools only at the end of a full semester.
- c. DCF: Enroll youth in school immediately.
- d. DCF: Maintain complete school records for youth in state care.
- e. School Districts: Enroll youth in state care immediately even if they do not have all necessary paperwork.
- f. School Districts: Ensure evaluations are completed and special education services are provided to youth with disabilities.
- g. FLDOE: Set statewide policy directing which District is responsible for paying for the education of a youth when the youth is moved between Districts during a stay in state care.



- h. DCF and School Districts: Work together to ensure that barriers such as required school uniforms and required school supplies are addressed.

### **3. School Readiness (See also goal 9)**

#### Summary of Problem

Youth in state care have higher rates of physical, developmental and mental health problems. They often enter care with unmet needs. Many youth are language delayed. Caregivers and early learning staff may not be aware of the needs of those youth or how to obtain appropriate screenings and services. Too often, substitute caregivers are not knowledgeable about, nor involved in school readiness activities.

#### Data

A 2005 national study of youth in state care found that 40% of toddlers and 50% of pre-schoolers had significant behavioral and developmental needs. Yet only 21% of the youth were receiving services. National Working Group on Foster Care and Education, Educational Outcomes for Youth in Foster and Out-of-Home Care (September 2007).

*Goal 3: Young youth enter school ready to learn.*

#### Suggested Actions

- a. DCF and School Districts: Coordinate to ensure that all youth in state care have access to Early Steps and Child Find screenings and services, with DCF ensuring early and regular screening of all young youth using well baby/ youth check ups.
- b. DCF: Coordinate efforts to educate out-of-home caregivers on the medical and developmental needs of youth in their care and train and support them on how to be effective advocates for those youth.
- c. DCF and DOE: 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 see if those programs could be brought to the caregivers of pre-school aged youth in state care.
- d. DCF: Ensure that all youth have medical, behavioral, mental health and developmental screenings and assessments upon entry into care and that all recommended treatment is provided. Require attention to language acquisition deficits.
- e. DCF and DOE: Work together to ensure that Department of Health (DOH)/DOE programs for developmental and behavioral screening for youth birth to 3 are

appropriately accessed and that there is a seamless transition to DOE/School-based programs that begin at age 3.

f. DCF and School Districts: Work together with the Early Learning Coalitions on quality youth care, and with the providers of Head Start and Early Head Start to give youth in state care appropriate access to these programs.

g. School Districts: Provide developmentally appropriate counseling and supports in early learning programs. Train all early learning personnel to be sensitive to youth's abuse and neglect experiences.

h. DCF and DOE: Share the Sunshine State Standards or its successor and provide access to training on the understanding and use of developmental milestone measures.

#### **4. Full Participation in the School Experience**

##### Summary of Problem

Some youth in state care are sometimes excluded from academic programs, extracurricular activities and school events. Even if the exclusion is not blatant, the conditions for participation make it difficult if not impossible for youth in care to join in. Likewise, many group homes have rules and practices that preclude youth from participating in activities and events. These opportunities are critical not only for the youth's social and academic development, but are necessary for admission to certain post-secondary schools.

##### Data

One study found that 39% of youth in care had low levels of engagement in school, as measured by the youth's attitude towards school work and doing well in school. Twenty-eight percent were not involved in any activities outside of school, such as sports, clubs, or lessons. Ehrle, J. & Kortenkamp, K., (Jan. 2002). *The Well-Being of Youth Involved With the DCF System: A National Overview*. Series B. No. B-43 New Federalism: Nat. Survey of America's Families.

DCF's 2007 Independent Living Survey found that only 60% of youth who failed the FCAT were provided with remedial services.

*Goal 4: Youth have the opportunity and support to fully participate in all aspects of the school experience.*

##### Suggested Actions

a. DCF: Expressly authorize foster parent or caseworker to provide permission for youth to participate in school clubs, after-school activities, sports and social events for all ages and utilize "Normalcy Plans" for older youth. Include this participation as a service to the youth in their case plans, and provide for transportation to and from all such activities. Explain in the authorization the connection between participation and educational progress and the link between school stability/progress and DCF goals of placement stability and permanency.

- b. DCF: Identify and refer youth to tutoring, remedial and enrichment programs in the community.
- c. DCF: Require all caregivers (including group homes and shelters) to establish a means for youth to participate in school related events and activities, including providing transportation.
- d. DCF: Establish some requirement for school involvement for persons acting as parents to the youth.
- e. DCF and School Districts: Allow and encourage youth in state care to participate in school clubs, after school activities, sports, and social events. Ask Booster clubs and PTSAs to set aside funds to underwrite the costs of participation for youth in state care.
- f. DCF and School Districts: Provide youth in care with access to tutoring, remedial and enrichment programs.
- g. School Districts: Reach out to substitute care parents to encourage participation in established parental involvement programs.

## **5. Support to Prevent Drop Out, Truancy & Disciplinary Actions (see also Goal 10)**

### Summary of Problem

Youth in state care have higher rates of truancy, discipline problems and school dropout that negatively impact their learning experience and ability to make successful transitions, whether to permanency or to adulthood.

### Data

The 2007 DCF Independent Living Survey found that 33% of the 20 year-olds surveyed had a “highest completed grade” of 11<sup>th</sup> grade or lower. The 2005 OPPAGA report found that youth in care were twice as likely to have school disciplinary problems and were three times more likely to be involved in drop out prevention programs for youth who are parents, in the delinquency system or otherwise at-risk.

*Goal 5: Youth have supports to prevent school dropout, truancy, and disciplinary actions.*

### Suggested Actions

- a. DCF: Develop or identify community programs to encourage positive behaviors and engage youth in school.
- b. DCF: Monitor educational progress and contact school at the earliest sign of trouble.
- c. DCF: Ensure that youth have an adult to advocate for them at school, especially in disciplinary proceedings. Ensure that Children’s Legal Services receives immediate notification of all school issues, especially disciplinary actions.
- d. DCF: Minimize absences for court appearances and medical appointments. Always write school an excuse letter when such absences must occur.

- e. DCF: Add training for caseworkers and caregivers in drop out prevention strategies.
- f. DCF and School Districts: Develop and implement protocols for rapid notice by schools to DCF/case manager, foster parent, or surrogate parent, when a youth is evidencing at-risk behaviors in school, truancy, lack of school progress.
- g. School Districts: Attempt other forms of intervention before expulsion or referring youth in care to the delinquency system 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.
- h. DCF and DOE: Provide school staff and DCF staff access to information related to the specific needs of youth who have experienced abuse and neglect.
- i. School Districts: Ensure that youth with disabilities have behavioral intervention plans as appropriate and receive procedural protections so they are not punished for behaviors that are a symptom of their disabilities.
- j. 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.

## 6. Youth are Involved, Engaged and Empowered

### Summary of Problem

Youth in state care are often disconnected from the systems that serve them. Youth experience better outcomes when they are involved in the decisions that affect their lives. Yet, youth in state care change schools frequently and are not given the positive guidance and assistance to see that a good education can result in a better future. They need to have the vision of their future and assistance in the concrete steps that they can take to make it a reality. Moreover, many youth in state care with special educational needs will transition 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.

### Data

Youth who participate in their IEPs and education planning experience better outcomes than their non-participating counterparts. See studies collected at, **Implementation of Self-Determination Activities and Student Participation in IEPs** Journal article by Christine Mason, Sharon Field, Shlomo Sawilowsky; Exceptional Youth, Vol. 70, 2004. These studies show that, “Children who are involved in their IEP development or related educational goal setting and planning are more likely to (a) achieve their goals, (b) improve their academic skills, c) develop important self-advocacy and communication skills, (d) graduate from high school, and (e) gain better employment and quality of life as adults.” *Id.* (internal citations omitted)

DCF’s 2007 Independent Living Survey showed that 61% of youth in care between the ages of 13 and 17 did not have a written educational and career path plan.

*Goal 6: Youth 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 School Districts: Work together to train youth on their education rights and on self-advocacy.
- b. DCF and School Districts: Work together to ensure school involvement in DCF education planning process. Help youth obtain educational mentors who will help them strive to complete school and continue to post-secondary education.
- c. DCF and School Districts: Train all personnel who work directly with youth on how to engage youth in education planning.
- d. DCF: Ensure that youth are consulted about their educational preferences and needs – including about whether they should change schools when their residence changes.
- e. DCF and School Districts: Ensure that youth 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 DCF agency.
- f. School Districts: Ensure that youth are involved in their IEPs and Transition IEPs. Coordinate IEPs/Transition IEPs with DCF.

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

Summary of Problem

Youth in care may not have a consistent adult to advocate for educational services and support educational goals the way a parent typically would. For youth with (or suspected of having) disabilities, the need for an education decision maker is even more acute because federal law specifies that only certain individuals can act as a “parent” to make special education decisions and provides for the appointment of a surrogate parent when necessary. Not having a legally authorized education decision maker can hold up evaluations and appropriate special education services. In addition, confusion results when the custodian or caseworker can sign consents for school activities, but may not hold parent status for purposes of IDEA.

Data

One study found that IEPs and Transition IEPs of youth with disabilities in care were lower quality than their peers, and youth in foster care were less likely to have an advocate (family member, foster parent or educational surrogate) present at their education planning meetings. National Working Group on Foster Care and Education, Educational Outcomes for Youth in Foster and Out-of-Home Care (September 2007)

*Goal 7: Youth have an adult who is invested in his or her education during and after his or her time in Out-Of-Home Care including a Surrogate Parent where appropriate.*

Suggested Actions



- a. DCF: Ensure that case workers, foster parents and/or education liaisons reinforce the value of education and advocate at school for youth in care
- b. DCF: At shelter, disposition and judicial reviews, determine who is the legally authorized decision maker for youth 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. School Districts: Appoint surrogate parents for all eligible youth. Review Technical Assistance Paper entitled, Surrogate Parents for Exceptional Students to ensure it is consistent with existing law. Courts may now appoint surrogate parents.
- d. School Districts: Recruit and train qualified surrogate parents. If the school is seeking to use a foster parent as an educational decision maker, ensure that the foster parent has knowledge of the youth and more than a fleeting interest in the youth's education.
- e. FLDOE: Update the Surrogate Parents technical assistance paper, as needed in order to align with the law and best practices to provide guidance to local schools to avoid short term shelter and foster parents, group home staff and other inappropriate persons from making education decisions for the youth.
- f. School Districts: Ensure that training offered for surrogates is also offered to caregivers, Guardians Ad Litem, and others who may act as parent, whether appointed by schools or Courts.
- g. School Districts: Review the surrogate parent training material used by schools, and incorporate best material for distribution to others, especially the material on the effects of abuse and neglect on accessing and benefitting from the educational environment. (FDLRS prepared)

## **8. Post-Secondary Education & Employment**

### Summary of Problem

Youth in state care want post-secondary education, but they are far less likely than their peers to achieve it. They need support and opportunities to overcome the numerous barriers that impede progress toward completion. This may be as simple as not having the requisite documents to enroll in school, or as complicated as not having a place to live when campus housing is closed for vacation. Moreover, youth who succeed in post-secondary education often attribute their success to adults who took the time to encourage them to keep going – they must have mentors, cheerleaders or coaches to help them envision their own potential.

Youth are also ill-prepared for work and likewise need assistance with barriers to meaningful employment. Group home rules, and rapidly changing placements, make it difficult for youth to obtain employment and gain real-world work experience. Without good mentoring, they may find it difficult to adapt to workplace norms.

### Data

DCF's Independent Living survey showed that 55% of 17 year olds are below grade level and 58% of 17 year olds failed the FCAT.

One regional study showed that 80% of youth in out-of-home care hoped and expected to graduate from college. Courtney, M.E., Terao, S. & Bost, N. (2004). *Midwest evaluation of the adult functioning of former foster youth: Conditions of youth preparing to leave state care*. Chicago, IL: Chapin Hall Center for Youth at the University of Chicago. Yet National data shows that only 9% of former foster youth complete college in comparison with 24% of the general population. National Working Group on Foster Care and Education, Educational Outcomes for Youth in Foster and Out-of-Home Care (September 2007)

A 1997 national study showed that teens in foster care were enrolled in college preparatory classes at half the rate (15% to 32%) of students not in foster care. Blome, W. (1997). What happens to foster kids: Educational experiences of a random sample of foster care youth and a matched group of foster care youth. *Youth and Adolescent Social Work Journal*, 14(1), 41-53.

DCF's 2007 Independent Living Survey found that more than half those under age 18 have not been provided the opportunity for job training activities. Only 30% of 15 year olds, 39% of 16 year olds and 45% of 17 year olds had such opportunities. For those youth (ages 16-23) who were working for an hourly wage at the time of the study, the median wage was \$7.00 an hour.

*Goal 8: Youth have supports to enter into, and complete, postsecondary education.*

#### Suggested Actions

- a. DCF and DOE: Create uniform documentation for residency and tuition exemption purposes so that the DCF System can ensure that all youth exit care with the required documents to enroll in post-secondary institutions.
- b. DCF and School Districts: Ensure that youth fully understand all requirements for higher education and financial aid, including necessary testing and applications, and the deadlines for each. Ensure that youth are provided access, preparation and payment for the SAT, ACT, CPT, and/or the TABE.
- c. DCF and School Districts: Coordinate school based IEPs/Transition IEPs and DCF transition plans for each youth.
- d. DCF and DOE: Collaborate on employment programs such as Operation Full Employment and share information on tax credits and other programs available to encourage employers to hire former foster youth.
- e. DCF and School Districts: Examine as promising practice, designation of specific guidance counselors to serve only youth in state care.
- f. School Districts: Provide access to college, career and guidance counselors who understand the unique needs of students in state care vis-a-vis enrollment in post-secondary education.

- g. DCF: Provide information concerning housing for youth during vacations and other times when school housing is unavailable.
- h. School Districts: Educate students and caregivers on alternative education options including dual enrollment vocational programs and GED.
- i. AWI will promote the identification of employment and training services available at each Regional Workforce Board (RWB) One Stop Career Center and the availability of a listing of these services for local agency staff. Regional Workforce Boards provide employment and support for youth, including but not limited to eligible foster care participants and youth with disabilities. Services include job search assistance, resume preparation, and variety of online job seeker tools.

## **9. Youth with Disabilities are Identified Early & Served Appropriately**

### Summary of Problem

A large number of youth in the DCF system have undiagnosed disabilities. Although more youth are receiving comprehensive assessments upon entry into licensed care than in past years, not all youth who are removed from their families receive assessments.

Moreover, many youth who have been in care for years have slipped through the cracks and have not been diagnosed or treated for disabilities.

DCF does not currently track data on disabilities at a level of specificity that facilitates identification of trends and problems.

In the school setting, numerous factors contribute to the under-identification of youth with educational disabilities. These youth may not have educational advocates to take the place of parents in requesting evaluation. Youth may change schools so rapidly that teachers don't have enough time to identify concerns, let alone obtain assessments. Trauma related behaviors might mask educational disabilities.

The Florida Department of Education, Bureau of Exceptional Education and Student Services, sponsored a Self-Determination Initiative beginning in 1999. The Self-Determination Initiative was designed to provide training, technical assistance, and support to Florida's school districts wishing to implement self-determination activities. Staff conducted annual statewide or regional trainings on self-determination models and disseminated relevant curriculum, assessments and resources to training participants. Additionally, staff provided district and school specific workshops on a request basis and conducted awareness presentations at all major transition-related conferences in Florida. Thousands of educators, family members, students, and agency personnel benefited from training, technical assistance, and information dissemination conducted through the initiative.

Activities included facilitating development of Standing Up for Me, a Florida curriculum designed to teach self-determination skills with a focus on IEP participation. The curriculum was piloted in six school districts during the spring of 2003; statewide training was conducted on the final draft in September and October of 2003 and the published product in November and December of 2004. Staff continued to provide train-the-trainer

training through 2007. (The curriculum will be updated over the course of the next year through the activities of Project 10.)

Results of the Self-Determination Initiative included teachers with more knowledge of self-determination and resources available for teaching self-determination skills as well as increased instruction in the area of self-determination. A number of Florida students receiving instruction in self-determination displayed better school and post-school outcomes and provided testimonials at related conferences.

A requirement for the "consideration of instruction or the provision of information in the area of self-determination to assist the student to be able to actively and effectively participate in IEP meetings and self-advocate, if appropriate" was added to Florida State Board of Education Rules in 2004 for students with disabilities with IEPs beginning at age 14. The rules were updated and approved on December 2008. The new rules moved the requirement to age 16, but districts are being encouraged to continue implementation beginning at age 14.

Florida was recognized by the Office of Special Education Programs as an "exemplar" for their work in the area of self-determination and was one of only two states invited to present at a National Capacity Building Institute on Self-Determination in 2004.

### Data

In response to a public records request, DCF generated data in June 2008 that showed that only 7% of youth in care under age 18 had a documented disability. In contrast, DOE data from February 2008 shows that 14% of the school aged population had a documented disability. Florida Department of Education, Education Information & Accountability Services, Statistical Brief, Series 2008-21B (February 2008). National data shows that youth in state care have disabilities at a greater rate than the general population – perhaps as high as 28% or more. The Well-being of Youth Involved in the DCF System: A National Overview, Katherine Kortenkamp and Jennifer Ehrle, The Urban Institute, January 2002.

[http://www.urban.org/uploadedpdf/310413\\_anf\\_b43.pdf](http://www.urban.org/uploadedpdf/310413_anf_b43.pdf)

*Goal 9: Youth who have, or are suspected of having, a disability that interferes with their learning receive prompt and appropriate assessments, Individual Educational Plans, accommodations, supports and related services consistent with IDEA, Section 504 of the Rehabilitation Act and applicable state law.*

### Suggested Actions

- a. DCF and School Districts: Identify screening and assessment resources for youth in care who do not automatically receive comprehensive assessments.
- b. DCF and School Districts: Share results of assessments to ensure that each system is working with all available information about youth.
- c. DCF and School Districts: Undertake to review status of all youth who are academically one or more grade levels behind their peers to ascertain whether they have been currently and appropriately assessed for educational disabilities.
- d. School Districts: Ensure that initial evaluations of students in state care who are suspected of having a disability are completed within the required timelines: 60

school days that the student is in attendance after the school district's receipt of parental consent (for prekindergarten youth, 60 school days). Assessments of these students with disabilities who transfer from one school district to another school district within the same school year must be coordinated with those students' prior and subsequent schools, as necessary and as expeditiously as necessary and as expeditiously as possible, to ensure prompt completion of full evaluations.

e. School Districts: For students in state 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 the general education intervention procedures be completed concurrently with the evaluation.

f. DCF and School Districts: Identify the person(s) responsible for making educational decisions, including providing consent, in accordance with timeframes specified by IDEA for students in care.

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

### Summary of Problem

Most youth who enter state 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 youth's background may not understand reactive behaviors and refer youth to law enforcement for criminal prosecution. Such conduct has the consequence of placing youth who are the victims of abuse and neglect into school to jail pipeline.

### Data

"Trauma may lead to psychiatric conditions such as post-traumatic stress disorder, depressive disorder, and anxiety disorders. Traumatic experiences in childhood can also have profound effects on developmental progression, relationships with peers and family members, academic achievement and motivation for learning, memory, and full participation in society." Helping Youth in the DCF System Heal from Trauma: A Systems Integration Approach National Youth Traumatic Stress Network NCTSN.org.

After conducting its study, the National Youth Traumatic Stress Network notes that the ways in which systems share information about a youth's trauma history and treatment can have a direct impact on the quality of care given to the youth and on the youth's well-being.

*Goal 10: Youth 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 rather than punishing youth for acting in response to their anger and hurt.*

### Suggested Actions

a. DCF and DOE: Devise strategies to enhance communications between schools, foster care providers, DCF, and mental health systems to share information about a youth's experience and trauma reactivity, while still being

sensitive to confidentiality requirements.

b. DCF and DOE: Retrieve the data and study the incidents of school dropout, truancy, and disciplinary actions occurring for youth in DCF custody. Examine whether the cause of inappropriate behaviors is trauma related and develop proposed solutions to the over representation of youth in state care who are dropping out, truant, or subjected to disciplinary actions.

c. DCF: compile complete information on each youth's trauma history so that staff can see the impact of trauma on a youth's development, skills, and competencies.

d. DCF: Integrate into youth assessment and interview protocols the completion of a youth trauma profile instrument so that workers have a complete understanding of the youth's trauma history.

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

f. School Districts: Provide teachers and staff with access to information so that they can recognize traumatic reactions, reminders, and triggers and identify when a youth may be having a traumatic reaction as opposed to behavioral problems for other reasons. Include training on some of the more subtle or invisible symptoms seen with youth who become depressed or withdrawn following a trauma.

## **11. All Youth Attend & Complete School**

### Summary of Problem

The DCF system has traditionally focused on the physical well-being of youth. All too often, while youth are in safe places during the school day, they are not in school. Emphasis must be placed on the importance of continuous education of youth in care. Caregivers must be trained, and if necessary incentivized or penalized, to ensure that they understand and support efforts to ensure that youth attend school. Extra efforts are needed to ensure that teens remain in school.

### Data

"Children who have not graduated from high school are 3 times more likely to be unemployed, under employed or working for low wages." Spotlight on Florida's Youth At Risk, Report to the Eckerd Family Foundation (2007) citing Sum, et. al, 2003, Confronting the Youth Demographic Challenge: The Labor Prospects of Out-of-School Young Adults, The Sar Levitan Center, Johns Hopkins University, Baltimore, MD.

DCF's own test analysis of youth who aged out of care in 2007 showed that 40% had dropped out of school in contrast to 16% of all youth. Only 26% of youth aging out of care that year received a standard high school diploma compared to 47% of all youth that year.



In DCF's Independent Living Survey, 130 youth between the ages of 13 and 17 with a written education plan had a goal that included no further education. This was an alternate answer to high school diploma, GED, college and vocational options.

*Goal 11: Florida should support the well-being of youth by ensuring that every school-age youth in foster care, and every school-age youth receiving an adoption assistance or subsidized guardianship payment, is a full-time elementary or secondary school student or has completed secondary school.*

#### Suggested Actions

- a. DCF, DOE, and School Districts: Review strategies designed to encourage and enforce school attendance and completion.
- b. DCF: Train all staff and caregivers on the importance of school attendance and completion.
- c. School Districts: Examine current drop out prevention programs to determine whether they are applicable to youth in state care.
- d. School Districts: Inform students, who would otherwise earn a special diploma or certification of completion, of alternative school completion options. Options can include dropout to enter GED program and credit make-up.

**AUTHORIZATION FOR RELEASE OF INFORMATION AND RECORDS**

**NAME OF STUDENT:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_

I hereby authorize \_\_\_\_\_ to obtain or review the educational records (records, files, documents and other materials which contain information directly related to the student and are maintained by an educational agency or institution) of the student named above from the Department of Education, any local school board, school district or their representative.

This authorization is for the purpose of \_\_\_\_\_  
\_\_\_\_\_

I understand that this authorization is for repeated access to records from the Department of Education, local school board, school district or their representative. The confidentiality of the records will be maintained and they may only be re-released with my written approval.

This authorization expires one year from the date of signature, unless revoked by me in writing prior to that date.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Relationship to student

**FORM 8.961(a). ORDER AUTHORIZING ACCESS TO CHILD'S MEDICAL AND EDUCATIONAL RECORDS**

**ORDER AUTHORIZING ACCESS TO CHILD'S MEDICAL AND EDUCATIONAL RECORDS**

THIS CAUSE came on to be heard under sec. 39.402, Florida Statutes, concerning access to the medical and educational records of ....., a child.

The Court finds:

**A. As to medical records and information:**

....., mother/father of ....., the child, consents to the entry of this order, and to the court's providing access to the child's medical records to the department, its contract agencies, and any guardian ad litem and attorney for the child, and to provide the child's medical information to the court.

..... No parent or legal guardian of the child is available or able to consent to the entry of this order, or the parents withhold consent to providing access to the child's medical records and/or to providing the requested medical information.

..... Access to the child's medical records and information is necessary to provide services to the child.

**B. As to educational records and information:**

....., mother/father of ....., the child, consents to the entry of this order, and to the court's providing access to the child's educational records to the department, its contract agencies, and any guardian ad litem and attorney for the child, and to provide the child's educational information to the court.

..... No parent or legal guardian of the child is available or able to consent to the entry of this order, or the parents withhold consent to providing access to the child's educational records and/or to providing the requested educational information.

..... Access to the child's educational records and information is necessary to provide services to the child.

Therefore, it is ORDERED:

The department, .....(name of CBC)....., its contract agencies,.....(name)....., guardian ad litem, and .....(name)....., attorney for child, are authorized to access .....(child's name).....'s medical and educational records and information, until further order of this court.

This order does not address the child's privacy rights to any of these records or information that may exist under Florida law. The child may assert to this court any objection under privacy rights to the release of this information.

**ORDERED** on .....(date)....., in ....., ..... County, Florida.

Circuit Judge

Copies to:

(Check all that apply)

- ..... Attorney for DCF: .....(name).....
- ..... Caseworker: .....(name).....
- ..... Guardian ad Litem: .....(name).....
- ..... Attorney for mother: .....(name).....
- ..... Attorney for father: .....(name).....
- ..... Attorney ad litem for child: .....(name).....
- ..... Child named above .....(name).....
- ..... Other: .....
- ..... Other: .....