

**INTERAGENCY AGREEMENT BETWEEN
THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES,
DISTRICT NINE, AND
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**

THIS INTERAGENCY AGREEMENT is made and entered into this _____ day of _____, 2007, by and between The Florida Department of Children & Families, District Nine, Office of Child Welfare and Community Based Care (hereinafter "DCF"), 111 South Sapodilla Avenue, West Palm Beach, Florida 33401, and The School Board of Palm Beach County, Florida, 3340 Forest Hill Boulevard, West Palm Beach, Florida 33406 (hereinafter "SBPBC"). All references to DCF herein also include any community-based care lead agency acting on behalf of DCF (hereinafter "Community-Based Care Provider").

All parties to this Agreement acknowledge that working together in collaboration will serve the best interest of the children involved with DCF and the public school system in Palm Beach County, Florida.

GENERAL PROVISIONS

DCF and SBPBC agree, to the fullest extent permissible and in compliance with federal and state law (with specific reference to section 39.0014, Florida Statutes), administrative regulations, and policies and procedures established by the signatory agencies, to fully share relevant information affecting the students covered pursuant to this Agreement.

DCF and SBPBC agree to work collaboratively to continually improve the technical interface needed to provide for the efficient sharing of information.

DCF and SBPBC agree to provide training to personnel on a regular basis on issues, including, but not limited to, laws regarding exception student education (ESE), section 504 under the Rehabilitation Act of 1973, confidentiality of student records, mandatory reporting of child abuse by school teachers or other school officials or personnel to DCF, and procedures for investigating allegations of child abuse or neglect by school district employees.

DCF and SBPBC agree to comply with all federal and state laws, rules and regulations in performing their duties, rights, responsibilities, and obligations pursuant to this Agreement.

Pursuant to School Board Policy 5.50, the receipt of which is acknowledged by DCF's by signature below, the SBPBC hereby designates District Nine, Department of Children and Families, as an "other school official" for purposes of receiving limited personally identifiable student information under section 1002.22 (3)(d)14, Florida Statutes, because the SBPBC recognizes that the DCF has legitimate educational interests in receiving this information in order to carry out DCF's responsibilities to the school or to SBPBC under this Agreement or Chapter 39, Florida Statutes.

As a condition precedent to receiving confidential student information, DCF warrants and agrees that DCF:

- Will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under this Agreement);

- Shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Agreement, and shall require that all employees/agents accessing the data be trained in, and sign an acknowledgement regarding, the confidentiality requirement;
- Will comply with the requirements of Florida Administrative Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by DCF in any form to any party other than appropriate school officials, DCF's employees/agents, or as required by law (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the minor student's parent/guardian, as appropriate;
- Shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and DCF shall monitor the security and safekeeping of the confidential data; and
- Will dispose of all information disclosed to it by SBPBC (and all copies thereof), after the purpose for which the information is disclosed has been served, or seven years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing, or physically destroying any electronic media such as computer files, tapes, or diskettes.

SPECIFIC PROVISIONS

I. REPORTING AND INVESTIGATING SUSPECTED CHILD ABUSE, ABANDONMENT OR NEGLECT

A. The School Board of Palm Beach County, Florida agrees to:

1. Post in a prominent place in each school a notice that all school teachers and other school officials and personnel have a duty to report to DCF (1-800-96ABUSE) all actual or suspected cases of child abuse, abandonment, or neglect by a parent, legal custodian, caregiver, or other person responsible for the child's welfare (as defined in section 39.01(46)), or that a child is in need of supervision and care and has no parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care;
2. Cooperate fully with DCF personnel in accordance with sections 1006.061 and 39.301, Florida Statutes, during investigations of suspected child abuse, abandonment, or neglect and provide DCF with access to all requested and relevant information to ensure the safety and well-being of the child;
3. Ensure that school teachers or other school officials or personnel that call in an initial report and who are aware of another call that has been made in reference to the same or similar allegation will identify the name of the each teacher or other school official or personnel who has information involving the same incident; and
4. Follow the Child Abuse Procedures for School Centers attached hereto as Exhibit "A," if the School Police Dispatch receives notice from DCF that a school teacher or other school official or personnel has been accused of child abuse or neglect.

B. The Department of Children and Families agrees to:

1. Acknowledge that all school teachers and other school officials and personnel are mandatory reporters of actual or suspected child abuse, abandonment, or neglect in accordance with section 39.201(1)(b)4, Florida Statutes;
2. Communicate with identified school teachers or other school officials or personnel who have knowledge involving similar allegations regarding the same child, as collateral contacts regarding the alleged allegation. DCF will appropriately document in its records the names of the school teachers or other school officials or personnel contacted;
3. Ensure that all information requested from school teachers and other school officials and personnel is necessary and will be utilized for the purpose of conducting a complete investigation of allegations of child abuse, neglect, or abandonment and ensuring the safety and well-being of the child;
4. Ensure that the names and identities of school teachers or other school officials or personnel reporting allegations of suspected child abuse, neglect, or abandonment are kept strictly confidential and exempt from the provisions of section 119.07(1), Florida Statutes, and are not released to any person except as authorized by Chapter 39.202(5), Florida Statutes;
5. Upon request, provide a school teacher or other school official or personnel, who makes a report of child abuse, neglect, or abandonment in his or her official capacity, with a written summary of the outcome of an investigation that occurred as a result of his or her report; and
6. Follow the Child Abuse Procedures for School Centers attached hereto as Exhibit "A," if DCF receives a complaint of child abuse or neglect by a teacher or other school official or personnel from the DCF abuse hotline.

II. STUDENT RECORDS

A. The School Board of Palm Beach County, Florida agrees to:

1. Provide DCF authorized agents with information regarding students who are subjects of an investigation, without delay, following confirmation of the identity of the DCF authorized agent. DCF's access to student records shall be provided without parental notice;
2. Maintain a separate school contact log for DCF counselors' identification information. This log shall be considered confidential information and maintained separately from the student's file.
3. Provide DCF access to student information from SBPBC's Total Education Resource Management System (TERMS), within twenty-four (24) hours after DCF contacts the SBPBC Police Dispatch in order to request relevant student information (phone 561-434-8700; fax 561-434-7411).

B. The Department of Children and Families agrees to:

1. Provide the school with sufficient information (i.e. DCF picture identification badge) to confirm the identity of the DCF counselor who is requesting the release of student information. DCF authorized agents shall be required to allow the school to copy their identification badges for purposes of identification only;
2. Acknowledge that all information collected for the purpose of investigating allegations of child abuse, neglect, or abandonment shall remain confidential and shall be maintained within a specific file;
3. Ensure that all information requested from school personnel is deemed necessary for investigatory purposes only, and utilized for that purpose. Further, all information generated by, and received from, school teachers or other school officials or personnel shall be maintained in strictest confidentiality; and
4. Provide to the SBPBC a list of all children in foster placement on a regular monthly basis.

III. ACCESS TO AND INTERVIEWING OF STUDENTS

A. The School Board of Palm Beach County, Florida agrees to:

1. Provide DCF with access to students during pending investigations and utilization of a secure and quiet area that lends itself to strict confidentiality;
2. Permit DCF authorized agents to remove a child from school during the school day during a pending investigation and/or other emergency, as deemed necessary by DCF;
3. Acknowledge that in a child protective investigation, when the initial interview with the child is conducted at school, DCF may allow, notwithstanding the provisions of section 39.0132(4), Florida Statutes, a school staff member who is known by the child to be present during the initial interview only as provided in section 39.301(18), Florida Statutes; and
4. Acknowledge that all information received during an interview as provided by section 39.301(18), Florida Statutes, or from any source regarding alleged abuse, neglect, or abandonment shall be confidential and exempt from provisions of section 119.07, Florida Statutes, except as provided by court order, and that a separate record of the investigation of alleged abuse, neglect, or abandonment shall not be maintained by the school or a school staff member.

B. The Department of Children and Families agrees to:

1. Ensure that a child subject to investigation during the school day are not unnecessarily subjected to delays in questioning and trauma that may prove to disrupt the child's progress in school, and
2. Acknowledge that in a child protective investigation, when the initial interview with the child is conducted at school, DCF may allow, notwithstanding the provisions of section

39.0132(4), Florida Statutes, a school staff member who is known by the child to be present during the initial interview only as provided in section 39.301(18), Florida Statutes.

IV. SCHOOL REGISTRATION/PLACEMENT

A. The School Board of Palm Beach County, Florida agrees to:

1. Permit DCF authorized agents to withdraw a student from school and register the student at a new school within the attendant zone of a shelter and/or other placement made by DCF, consistent with school board policies and procedures, and within the provisions of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11431, et. seq.;
2. Identify a school representative liaison to assist DCF personnel with all education related issues (i.e. permission for school field trips; registration issues) pertaining to children in DCF shelter (exclusive of foster homes or other relative/non-relative placement);
3. Ensure that all reasonable efforts are made to stabilize school placements for children involved with DCF, through reassignment requests consistent with school board policies and procedures and all applicable state and federal laws; and
4. Assess need for "Surrogate Parents" for students when it is apparent that parents of student are not readily available.

B. The Department of Children and Families agrees to:

1. Assist SBPBC in stabilizing school placements by communicating pertinent information as expeditiously as possible when there is an anticipated change of school placement. This information shall be communicated by DCF to both the sending and receiving schools; and
2. Ensure that DCF authorized agents do not act in place of a parent for Exceptional Student Education (ESE) purposes.

V. RILYA WILSON ACT

1. The Rilya Wilson Act, section 39.604, Florida Statutes, provides for the creation of additional safeguards with respect to the establishment of reporting requirements relating to children age three to school- entry age, under court-ordered protective supervision or in the custody of the Family Safety Program of DCF or a Community-Based Care Provider, and enrolled in a licensed early education or child care program.
2. This provision applies to any school district operated early education or care program, including school readiness program, school district operated Head Start programs, Title I pre-kindergarten programs, pre-kindergarten programs for children with disabilities, programs serving the children of parents who are enrolled in the Teen Parent Programs, and school district operated "for pay" child care programs.
3. For the purpose of establishing local procedures relating to the enforcement of the Rilya Wilson Act, DCF has implemented District IX Operating Procedure DOP 175 "NOTIFICATION BY LICENSED CHILD CARE PROVIDERS TO DEPARTMENT OF

CHILDREN AND FAMILIES, FAMILY SAFETY STAFF WHEN A CHILD UNDER PROTECTIVE SUPERVISION OR IN THE CUSTODY OF THE DEPARTMENT IS ABSENT FROM CHILD CARE.”

A. The School Board of Palm Beach County, Florida agrees to:

1. Ensure child safety for children in school district operated programs;
2. Assist DCF in ensuring that children age three to school-entry age, under court-ordered protective supervision or in the custody of the DCF Family Safety Program or a Community-Based Care Provider, and enrolled in a licensed early education or child care program are provided with an age appropriate education;
3. Release information regarding a student’s absence to DCF, in accordance with Family Education and Privacy Act (FERPA), 20 U.S.C. section 1232g, (34 CFR, part 99), which allows an educational agency to disclose personally identifiable information from an education record to appropriate parties in connection with an emergency, if knowledge of the information is necessary to protect the health or safety of the student or other individuals; and
3. Report to DCF each unexcused absence or seven consecutive excused absences of children covered by the Rilya Wilson Act and enrolled in a school district-operated early education childcare program by the end of the business day following an unexcused absence or following the seventh consecutive excused absence. A toll free hotline has been established as the designated central contact point to accept these reports.

B. The Department of Children and Families agree to:

1. Ensure child safety for children in school district operated programs;
2. Notify operators of licensed early education or child care programs when such children are enrolled in their program;
3. Provide forms and procedures for providers to notify DCF’s staff of absences;
4. Provide guidance for the tracking of unexcused absences by DCF to ensure that appropriate actions are taken after two consecutive unexcused absences. This can be accomplished by maintaining a log to track the unexcused and excused absences by the childcare provider, as well as DCF;
5. Provide guidance on the tracking of excused absences by early education and child care providers to ensure that timely notification of seven consecutive excused absences is made;
6. Provide written approval, when appropriate and necessary, authorizing written withdrawal from school district operated program;
7. Conduct a home visit upon receiving two consecutive reports of unexcused absences or a report of seven consecutive excused absences; and

8. Notify provider of the outcome of the required site/home visit if the site/home visit results in a change to the childcare arrangements for the child/ren in question.

VI. EDUCATION OF ABUSED, NEGLECTED, AND ABANDONED CHILDREN

1. Section 39.0016, Florida Statutes, provides for educational access and related services for children known to DCF to be dependent or in foster care and who would otherwise qualify for services from SBPBC (hereinafter "Child Known to DCF"). This provision applies to children of school age and children who are younger than school age, but who would otherwise qualify for services from SBPBC.
2. DCF and SBPBC shall cooperate in ensuring that a Child Known to DCF, who is or is suspected of having a disability, receives the services and support needed for an appropriate education consistent with the Individuals with Disabilities Education Act and state implementing laws, rules, and assurances, including, but not limited to, referral for screening and sharing of evaluation between SBPBC and the DCF, where appropriate.
3. DCF and SBPBC agree that no additional expenditure of funds is required to meet the goals outlined in this section.
4. DCF and SBPBC agree to incorporate in their respective training curriculum components regarding the education and related care of children known to both agencies to be dependent or in foster care.
 - A. The School Board of Palm Beach County, Florida agrees to:
 1. Provide DCF with a general listing of the services and information available from SBPBC, including but not limited to, the current Sunshine State Standards, the Surrogate Parent Training Manual, and other resources accessible through the Department of Education or local school districts to facilitate educational access for a Child Known to DCF;
 2. Provide individualized student intervention or an individual educational plan (hereinafter "IEP") when a determination has been made through legally appropriate criteria that intervention services are required. The intervention or IEP must include strategies to enable the Child Known to DCF to maximize the attainment of educational goals;
 3. Provide education and related services appropriate for the needs and abilities of the Child Known to DCF;
 4. Coordinate services and plans between the school and the residential setting to avoid duplication of conflicting service plans;
 5. Appoint a surrogate parent, consistent with the Individuals with Disabilities Education Act, for educational purposes for a Child Known to DCF, who qualifies, as soon as the child is determined to be dependent and without a parent to act for the child. The surrogate parent shall be appointed by the SBPBC without regard to where the Child Known to DCF is placed, so that one surrogate parent can follow the education of the Child Known to DCF during his or her entire time in state custody;

6. Identify all educational and other services provided by the school and SBPBC, which the SBPBC believes are reasonably necessary to meet the educational needs of a Child Known to DCF;
 7. Determine whether transportation is available for a Child Known to DCF when such transportation will avoid a change in school assignment due to a change in residential placement; and
 8. Provide information to DCF regarding the Child Known to DCF if within the IEP development or review process, the SBPBC deems it desirable and appropriate.
- B. The Department of Children and Families agrees to:
1. Enroll a Child Known to DCF in school. If possible, the Child Known to DCF shall be enrolled at the same school, with the goal of avoiding disruption of education;
 2. Notify the SBPBC and the school in which a Child Known to DCF is enrolled of the name and phone number of the Child Known to DCF's caregiver and caseworker for child safety purposes;
 3. Establish a protocol for DCF to share information about the Child Known to DCF with the SBPBC consistent with FERPA;
 4. Notify the SBPBC of DCF's case planning for a Child Known to DCF both at the time of plan development and plan review; and
 5. Provide transition planning by DCF and all providers, including DCF's independent living program staff, to meet the requirements of the local school district for educational purposes, for each Child Known to DCF 14 years of age or older.

VII. TERM

1. All terms of this Agreement are fully understood and accepted by DCF and SBPBC and their respective agents as represented by the signors of this Agreement. If either party feels the Agreement is not being complied with, the signatories of this Agreement or their designees accept the responsibility for resolving the disputed issues. Both parties agree to renegotiate this Agreement if Federal or State revision of any applicable laws or regulations should occur.

2. 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.

3. This Agreement may be terminated by either party hereto without cause during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate the Agreement.

4. This Agreement shall be governed by Florida law. Any controversies or legal problems 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 Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

5. This Agreement will be in effect from _____, 2006 or upon full execution, whichever is later, and continue through July 30, 2009.

**THE DEPARTMENT OF CHILDREN & FAMILIES,
DISTRICT NINE**

By: Ben F. Shirley, Jr.
~~Ted Simpkins~~, District Administrator
Department of Children & Families, District Nine

12/7/06
Date

**THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA**

_____, Chairperson
The School Board of Palm Beach County, Florida

Date

Arthur C. Johnson, Ph.D.
Superintendent of Schools

Date

Kurt Rahn
Approved as to Form and Legal Sufficiency

12-8-06
Date

Child Abuse Investigation Procedures for School Centers

1. Upon receipt of an abuse or neglect complaint regarding a School District employee from the abuse hotline, the receiving DCF employee will assign a Child Protective Investigator (CPI) and will fax a copy to School Police Dispatch (561-434-7411). School Police Dispatch will then assign a tracking number and will notify: (1) the Supervisor of the Detective Unit, and (2) Employee Relations by fax (561-434-8178).
2. The CPI will contact School Police Dispatch (561-434-8700) to advise a date and time for an officer to meet with them at the designated school site for the initial fact-finding interview.
3. Upon arrival at the school site, the Child Protective Investigator (CPI) will notify the school principal of the nature of the complaint and the identity of: (1) the reported victim and (2) the staff member in question. The school police officer and the CPI will jointly interview the reported victim. If the reported abuse/neglect occurred off campus (DJJ school, charter school or at a home) the CPI will be responsible for contacting the police department of jurisdiction to send an officer for the joint interview.
4. Upon completion of the initial interview of the reported victim and all of the available witnesses, the CPI and police officer will notify the school principal of the status of the allegation and of the names of the students who have been interviewed for possible parent notification. Should the CPI request student contact information pertaining to the reported victim or witnesses, the School Police Officer will locate and deliver the requested information from school records. The school police officer will compile a police report and will include a Child Safety Report.
5. If the case meets the criminal elements of abuse/neglect and/or administrative corrective action may be warranted, the officer will contact the supervisor of the Detective Unit to report the findings for assignment of a detective for follow-up. The assigned detective will contact the CPI to arrange for the follow up employee interview.
6. If the case fails to meet the elements of a crime and the staff member has acted appropriately, the officer will contact the supervisor of the Detective Unit to determine if further investigative action is warranted.
7. At the request of the CPI, the School Police Investigative supervisor should contact Employee Relations Department to obtain contact information or other personnel related records (561-434-8348 or 561-434-8408).

8. Documented concerns for child safety will be relayed by the CPI to the principal, the Detective Unit, and Employee Relations.
9. Substitute teachers are considered day-to-day employees. Allegations of misconduct or abuse/neglect by substitutes should be documented in the form of an official report and affidavit on the day of occurrence by the School Police Officer prior to the release of the substitute from the campus. The report and affidavit will be forwarded to the Detective Unit who will then contact Employee Relations. The substitute will be removed from the School District active call-out list at the direction of the Principal.
10. The Institutional Child Abuse Neglect (ICAN) Staffing will be held by DCF on cases found to be criminal or have findings of misconduct. Email notifications of requested attendance will be made to the School Police Detective Unit on the Friday prior to the meetings held at 111 S. Sapodilla Ave., 3rd Floor on Tuesday mornings.
11. The School Police Detective Unit Supervisor will fax a copy of the completed report to the DCF Unit at 561-279-1442 or 561-266-6644 and to Marian Lambeth at Florida DOE. A redacted copy of the final report will be delivered to Employee Relations.
12. DCF will compile closure notification letters, which will be emailed to School Police Investigative Unit at Sapyta@palmbeach.k12.fl.us and to Director of Employee Relations Kenyetta Haywood at HaywoodK@palmbeach.k12.fl.us. The DCF unit will fax a copy of the complaints received and closure notification letters to the Florida Department of Education Bureau of Professional Practices and Standards: Marian Lambeth at #850-245-0621.

Approved: 

Date: 12/07/06

Ben F. Shirley Jr., District Administrator
Department of Children and Families,
District Nine

Approved: 

Date: 12/13/06

James P. Kelly, Chief
School District Police Department