

## INTERAGENCY AGREEMENT

**THIS Interagency agreement** is made and entered into as of this 11th day of January, 2006, by and between

**Nassau County School Board**  
Hereinafter referred to as "NCSB"

And

**Family Matters of Nassau County**  
Hereinafter referred to as "FMNC"

**WHEREAS**, the NCSB has recognized FMNC as the local lead agency to provide, either directly or through providers, certain child welfare services under Florida Statutes and Administrative Rules; and

**WHEREAS**, the NCSB must fulfill its constitutional obligation to educate children of compulsory schools age; and

**WHEREAS**, FMNC and the NCSB recognize that children who are in the children's protective service system have been abused, abandoned or neglected by their parent(s), legal custodian or caregiver as defined in Chapter 39, Florida Statutes; and

**WHEREAS**, the NCSB agrees that due to the circumstances and disruption in the lives of children in the protective service system, they are typically considered "at risk" and may require services, but not limited to those defined by sections 1003.01(3)(A), 1003.01(3)(B), 1003.01(10), and 1003.53, Florida Statutes; and

**WHEREAS**, the NCSB and FMNC have determined that education and the educational setting are critical components of a foster care child's life; and

**WHEREAS**, the NCSB and FMNC have agreed to implement a process, procedures and guidelines for sharing of information and making referrals for children that will result in improved educational services to this typically "at risk" group of students in accordance with section 1003.53, Florida Statutes; and

**WHEREAS**, the purpose of this Agreement is to ensure that in the implementation of applicable provisions of Florida Statutes and Administrative Rules, NCSB is the responsible agency and exercises general authority over all educational programs within the district.

**NOW, THEREFORE**, in consideration of the mutual covenants embodied herein, and other considerations, the parties of this Interagency Agreement agree as follows:

### **ARTICLE 1-RECITALS**

- 1.01 **Recitals.** The parties agree that the forgoing recitals are true and correct and that such recitals are incorporated herein by reference.

### **ARTICLE 2-SPECIAL CONDITIONS**

- 2.01 **Dissemination of Agreement.** Each party agrees to disseminate this Agreement to appropriate personnel and provide assistance in the implementation of the requirements of the agreement.
- 2.02 **Outside Agreements.** This Agreement does not preclude or preempt either the NCSB or FMNC from individually entering into agreements with one or more other parties outside of this Agreement. Such agreements shall not nullify the force and effect of this Agreement.
- 2.03 **Juvenile Justice Council.** Each party agrees to work with the Juvenile Justice Council of Nassau County to better coordinate services and the sharing of non-confidential information.
- 2.04 **Educational Stabilization.**
- a) Each party to this Agreement has specific statutory responsibilities and resources to provide for the needs of dependent children and students, and mutually agree to interagency cooperation, when determined appropriate, as the means by which a full array of services may be assured.
  - b) FMNC agrees to attempt to place students in foster care homes within or closest to their home school boundaries to facilitate stabilization of school placements.
- 2.05 **Sharing of Information.**
- a) Each party agrees to comply with Florida Statutes and Administrative Rules, including but not limited to Florida Statute 1002.22, Pupil and Student Records and Reports; Rights of parents, Guardians, Pupils and Students; Notification; Penalty.

- b) Each party to this Agreement concurs that it may be necessary to restrict information sharing due to statutory prohibitions not contained in Chapter 39; Florida Statutes (ethical practice or special situation). A third party psychological evaluation obtained by either of the signatory parties or an employee thereof, may not be released without the express written consent of the author of such report, and/or written consent of the natural parent or primary caregiver. A court order for the exchange of information may substitute for such a release, if it is determined by the court to be in the best interest of the child.
- c) FMNC agrees to take all steps necessary to gain consent from the court, natural parent(s) and/or legal guardian of the child to enable the school district to provide to FMNC the educational records for out-of-home care children.
- d) Each party agrees to work collaboratively to continue to improve the technical interface needed to provide the efficient sharing of information.
- e) FMNC agrees to provide to the Superintendent of Schools an updated monthly list of the out-of-home care children being served by FMNC.
- f) FMNC agrees to provide the child's school with a copy of the FMNC School Registration form each time there is a change in a child's foster care status 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 other person from contact with the student and any other court order, which may be relevant to the child's educational program or setting.

2.06 **Background Check.** All employees, appointees or agents who come into contact with student records shall first submit to and clear a background check in a manner prescribed by both the NCSB and FMNC.

## 2.07 **Agency Designees.**

- a) The NCSB' designee for the purpose of executing the administering of this Agreement will be the Superintendent of Schools, who may assign a designated administrator for the purposes of monitoring compliance and educational program administration.
- b) The FMNC designee for the purpose of executing and administering this Agreement will be the Executive Director, FMNC, who may assign a designated employee for the purpose of monitoring compliance with educational program administration.

## 2.08 **Interagency Dispute.**

- a) Step 1 is resolution of the dispute among staff at the local agency level; and
- b) Step 2 is resolution of the dispute between the district agency heads, i.e., the Superintendent of Schools and the Executive Director, FMNC.

2.09 **Review.** Each party agrees to review the inter-agency agreement periodically to determine its effectiveness and to make recommendations for future enhancements, which may benefit the foster care youth of Nassau County.

## **ARTICLE 3-GENERAL CONDITIONS**

3.01 **Amendments.** No modification or amendment in the conditions contained shall be effective unless contained in a written document and executed by each party hereto.


3.02 **Termination.** Either party may cancel this Agreement during the term thereof upon thirty (30) days written notice to the other party of its desire to terminate the Agreement.

3.03 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement and to bind and obligate said party with respect to all provisions contained in this Agreement.

3.04 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

- 3.05 **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 Florida Statute 119, and any resultant award of attorney's fees of non-compliance with that law. Each party shall comply with confidentiality requirements pursuant to Chapter 39 regarding child abuse records.
- 3.06 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 3.07 **Renewal.** Upon completion of an annual review, this Agreement may be renewed with the concurrence of both agencies.

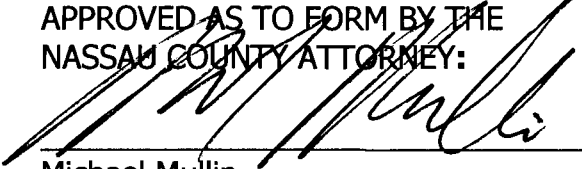
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
THOMAS D. BRANAN  
Its: Chairman

ATTEST:

  
\_\_\_\_\_  
John Crawford  
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:

  
\_\_\_\_\_  
Michael Mullin

  
\_\_\_\_\_  
John L. Ruis, Superintendent  
Nassau County School Board