

**EVERY STUDENT SUCCEEDS ACT (ESSA)  
INTERAGENCY AGREEMENT**

**THIS INTERAGENCY AGREEMENT ("Agreement")** is made and entered into as of the date on which it becomes fully executed, by and between

**THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA**

("School Board"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 702 2<sup>nd</sup> Street NW, Live Oak, Florida, 32064-1608;  
and

**DEPARTMENT OF CHILDREN AND FAMILIES,  
CIRCUITS 3 AND 8**

("DCF" or "the department"), whose principal place of business is 1000 NE 16<sup>th</sup> Avenue, Building J, Gainesville, Florida, 32601;  
and

**PARTNERSHIP FOR STRONG FAMILIES, INC.**

("PSF"), whose principal place of business is 5950 NW 1<sup>st</sup> Place, Suite A, Gainesville, Florida, 32607;

(each, a "Party" and collectively, "the "Parties.")

**WHEREAS**, School Board is the Local Educational Agency (LEA) for the Every Student Succeeds Act ("ESSA"), and an administrative entity for Sections 1111(g)(1)(E) and 1112(c)(5) of the Elementary and Secondary Education Act of 1965 ("Sections 1111(g)(1)(E) and 1112(c)(5)"), and focuses on ensuring educational stability for children in foster care; and

**WHEREAS**, DCF is the local child welfare agency to provide, either directly or through contracted providers, child welfare services under Florida Statutes and Administrative Rules; and

**WHEREAS**, PSF is a private, not for profit agency and an independent contractor pursuant to F.S. 409.988 providing case management and related child welfare services on behalf of DCF for children in foster care in Circuits 3 and 8; and

**WHEREAS**, the Parties acknowledge that educational stabilization, and development and progress in appropriate educational programs are important to children jointly served; and

**WHEREAS**, the Parties wish to coordinate their respective responsibilities concerning educational and supports for children in out-of-home care; and

**WHEREAS**, F. S. 39.0016(4), F.S., requires DCF to enter into agreements with local school boards 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 a school board; and

**WHEREAS**, the provisions of section 475(5)(G)(ii)(I) of the Social Security Act encourages the LEA and local child welfare agency to consider and utilize all allowable funding sources, including Federal funds, to cover additional transportation costs; and

**WHEREAS**, the purposes of this Agreement are to promote collaboration and flow of information among the Parties designed to 1) provide educational access and facilitate the delivery of services or programs to children known to the department; 2) avoid duplication of services or programs for children jointly served; and 3) combine resources across child and youth serving systems to maximize availability or delivery of services or programs and the well-being and progress of children and youth served;

**NOW, THEREFORE**, in consideration of the mutual covenants embodied in this Agreement, the Parties mutually agree as follows:

#### **ARTICLE 1 - RECITALS**

**1.01 Recitals.** The Parties agree that the foregoing recitals are true and correct and that each recital is incorporated in this Agreement by reference.

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

**2.01 Term.** This Agreement will be in effect on December 10, 2016 by all Parties, and shall continue indefinitely, unless terminated by the U.S. Department of Education and the U.S. Department of Health and Human Services. This Agreement may be reviewed and amended annually by mutual agreement between all Parties.

**2.02 Distribution of Agreement.** Each of the Parties will distribute this Agreement to its appropriate personnel and provide technical assistance in the implementation of this Agreement.

**2.03 Agency Collaboration.** In order to support continued collaboration, each Party will designate a point of contact if the corresponding child welfare agency notifies the LEA, in writing, that the agency has designated an employee to serve as a point of contact for the LEA.

**2.04 Governing.** The Parties will develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged and funded for the duration of the time in foster care.

**2.05 School of Origin.** The Parties will ensure that children in foster care needing transportation to the school of origin will promptly receive transportation in a cost-effective manner and in accordance with the federal Social Security Act.

**2.06 Additional Costs.** The Parties will ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the LEA will provide transportation to the school of origin if:



- a) the LEA and the local child welfare agency agree to share the cost of such transportation;
- b) the LEA agrees to pay for the cost of such transportation; or
- c) the local child welfare agency agrees to reimburse the LEA for the cost of such transportation.

**2.07 Current Educational Setting.** The Parties will ensure that any such child enrolls or remains in such child's school of origin, unless a determination is made that it is not in such child's best interest to attend the school of origin, which decision shall be based on all factors relating to the child's best interest, including consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

**2.08 Determination.** The Parties will ensure that when a determination is made that it is not in such child's best interest to remain in the school of origin, the child is immediately enrolled in a new school, even if the child is unable to produce records normally required for enrollment.

**2.09 Contact School Immediately.** The Parties will ensure that the enrolling school immediately contacts the school last attended by any child to obtain relevant academic and other records.

**2.10 Agency Designees.** The Parties agree that each of the following will be the respective Party's designee for the purpose of executing and administering this Agreement, who may assign a designated administrator for the purpose of monitoring this Agreement:

- a) School Board's designee will be the Superintendent of Schools;
- b) DCF's designee will be the Circuits 3 and 8 Community Development Administrator;
- c) PSF's designee will be the Quality Operations Manager;

**2.11 Interagency Dispute.** Each Party agrees to comply with the following steps in the case of an interagency dispute concerning the execution and administration of this Agreement:

- a) Step 1 is resolution of the dispute among staff directly involved in the dispute; if unsuccessful, then,
- b) Step 2 is resolution of the dispute between the designees named in paragraph 2.10 above, or their respective designees.

### **ARTICLE 3 - GENERAL CONDITIONS**

**3.01 Records.** Each Party will maintain its own records and documents associated with this Agreement, in accordance with the records retention requirements applicable to it. Each Party will be responsible for compliance with any public documents request served upon it pursuant to section 119.07, F.S., and any resultant award of attorneys' fees for non-compliance with that law. Each Party will comply with confidentiality requirements pursuant to federal and

state law, including but not limited to Chapter 39, F.S., the Family Educational Rights and Privacy Act (FERPA), and applicable sections of the Health Insurance Portability and Accountability Act (HIPAA).

**3.02 Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each of the Parties hereto.

**3.03 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 will not, solely as a matter of judicial construction, be construed more severely against one of the Parties than another.

**3.04 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 failure by any of the Parties to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**3.05 Compliance with Laws.** Each Party will comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

**3.06 Governing Laws.** This Agreement will be interpreted and construed in accordance with, and governed by, the laws of the State of Florida and federal law. Any controversy or legal problem arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state court of the Third Judicial Circuit of Suwannee County, Florida.

**3.07 Binding Effect.** This Agreement will be binding upon and inure to the benefit of the each of the Parties hereto and their respective successors and assigns.

**3.08 Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any of the Parties without the prior written consent of each of the other Parties.

**3.09 Force Majeure.** None of the Parties will be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotion, or by reason of any other matter or condition beyond the control of the performer, and which cannot be overcome by reasonable diligence and without unusual expense.



**3.10 Severability.** In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, unlawful or void nature of that provision will not affect any other provision and this Agreement will be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

**3.11 Notice.** When any of the Parties desires to give notice to any or all of the others, such notice must be in writing, addressed to the Party for whom it is intended at the place last specified by such Party. The address for giving notice will remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, each of the Parties designates the following as the respective person and place for receipt of notice:

To School Board:	Ted Roush, Superintendent The School Board of Suwannee County 702 2 <sup>nd</sup> Street NW Live Oak, FL 32064-1608
To DCF:	Patricia Medlock, Regional Managing Director Department of Children and Families 1000 NE 16 <sup>th</sup> Avenue, Bldg. J (IO #3) Gainesville, FL 32601
To PSF:	Stephen Pennypacker, President and CEO Partnership for Strong Families, Inc. 5950 NW 1 <sup>st</sup> Place, Suite A Gainesville, FL 32607

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

**3.13 Public Records.** For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see Exhibit A which is incorporated by reference herein.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**


**3.13 Authority.** Each person signing this Agreement on behalf of any Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement. This Agreement may be signed as one or more original copies. In such event, each original copy will constitute but one and the same original instrument.

IN WITNESS WHEREOF, the Parties hereunto have set their hands and seals.


**FOR: THE SCHOOL BOARD OF SUWANNEE COUNTY**

By:  Date:   
Chairperson, Suwannee County School Board  
FEB 14 2017  
**Ted Roush**  
Superintendent

**FOR: PARTNERSHIP FOR STRONG FAMILIES, INC.**

By:  Date: 1/13/17  
**Stephen Pennypacker**  
President and CEO

**FOR: DEPARTMENT OF CHILDREN AND FAMILIES, CIRCUITS 3 AND 8**

By:  Date: 2/21/17  
**Patricia Medlock**  
Regional Managing Director

"Approved as to Form and Sufficiency

BY 

**Leonard J. Dietzen, III**

**Rumberger, Kirk & Caldwell, P.A.**

**Suwannee School Board Attorney"**

**EXHIBIT A**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2016)**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 702 2<sup>ND</sup> ST. NW, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes (2016), for additional record keeping requirements.

**REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2016).