

**ELECTRONIC DATA SHARING AGREEMENT BETWEEN
FLORIDA DEPARTMENT OF CHILDREN & FAMILIES;
KIDS FIRST OF FLORIDA AND SCHOOL BOARD OF CLAY COUNTY**

THIS AGREEMENT is made and entered into this 20th day of November, 2012 by an
between

THE FLORIDA DEPARTMENT OF CHILDREN & FAMILIES ("the Department") the
state agency required by Florida law to contract for the provision of child welfare
services;

AND

Kids First of Florida (KFF), the local not for profit agency and independent contractor
that provides case management and related services through contract with and on
behalf of the Florida Department of Children & Families in [describe geographic area] to
"children known to the department", as that term is defined in § 39.0016, Fla. Stat.;

AND

The School Board of Clay County ("School Board"), the local education agency required by
Florida law to provide K-12 education services to the students of Clay County, Florida,
collectively hereinafter referred to as the "**PARTIES,**" with the Department, Kids First of
Florida collectively hereinafter referred to as "**Child Welfare**".

WHEREAS, § 39.0016, Fla. Stat. requires the Department to enter into
agreements with district school boards, which agreements must include a protocol for
the sharing of information for children known to the Department; and § 39.0016(2)(b)1.c,
Fla. Stat. requires each School Board or other local educational entity to access the
Department's official system of record, Florida Safe Families Network ("FSFN") to obtain
information about the children known to the Department; and

WHEREAS, Title IV-E of the Social Security Act (42 U.S.C. § 675(1)(c)) requires
child welfare agencies (the Department and its providers) to maintain the "educational
reports and records" for children known to the Department in the children's case plans;
and

WHEREAS, the Fostering Connections to Success Act (P.L. 110-351) requires
the Department to provide an assurance in each case that the child's placement in
foster care takes into account the appropriateness of the child's current educational
setting; and

WHEREAS, the parties respect the fact that the mutual sharing of data, including electronic data, by and between them is subject to state and federal confidentiality provisions, including:

A. Florida law, including Florida Statutes:

§ 39.0132(3): court records of dependency proceedings confidential;

§ 39.0132(4): information obtained by the Department (and other entities) during the dependency court process confidential;

§ 39.202(2): all records held or generated by the Department concerning reports of child abuse, etc. confidential;

§ 39.202(5): name of person reporting abuse, etc. confidential;

§ 39.202(6): records and reports of child protection team of the Department of Health confidential;

§ 39.809(3), (4): all hearings, court records and Department records concerning termination of parental rights confidential and closed to public;

§ 383.412: information held by State Child Abuse Death Review Committees that reveal identities of surviving siblings, family members, or others living in home of deceased child confidential;

§ 409.821: any information identifying an applicant or enrollee of the Florida Kidcare program held by the Department is confidential;

B. Federal law, including

The Child Abuse Prevention and Treatment Act ("CAPTA"), 42 USC§ 5101 et seq., 42 U.S.C. § 103(c)(2); and

The Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. 1232g and its implementing regulations at 34 C.F.R. Part 99, which prohibit the disclosure of personally identifiable information ("PII") except upon the written consent of a parent as defined therein; or pursuant to a court order or court-issued subpoena; or pursuant to specific exceptions relating to the conduct of research studies, audits and evaluations; and

WHEREAS, children known to the Department are significantly less successful in school than their peers. The Department conducted a test analysis of youth who aged out of care in 2007 and found 40% had dropped out of school, compared to 16% of all youth. That same year, only 26% of youth aging out of care received a standard high school diploma, compared to 47% of all youth in that year. The barriers facing children known to the Department are outlined in the "Guide to Improve Educational Opportunities for Florida's Foster Youth", which is incorporated in the Statewide Educational Interagency Agreement and which details the following barriers:

- School instability: Youth in state care frequently move to a new home and each move typically results in a change in school.
- Youth in state care have higher rates of physical, developmental and mental health problems.
- Youth in state care have higher rates of truancy, discipline problems and school dropout rates.
- Youth in care may not have a consistent adult to advocate for educational services and support educational goals.
- Youth in state care want post-secondary education, but they are far less likely than their peers to achieve it.
- A large number of youth in the child welfare system have undiagnosed disabilities.
- 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 which places these students at greater risk of exposure to criminal prosecution, placing youth who are the victims of abuse and neglect into the "school to jail pipeline."

NOW, THEREFORE, the parties hereby agree to share electronic student data across systems, in full compliance with state and federal confidentiality requirements, particularly FERPA, to provide and improve services and resources needed to meet the needs of children, families, and caregivers; to achieve continuous improvement across programs; and to make informed public policy decisions all to improve the level of educational achievement for children known to the Department through an examination of barriers and promising practices, enabling the creation of individual and collaborative programs to eliminate barriers and include promising practices, without duplication of services.

ARTICLE I-FERPA AND CONFIDENTIALITY COMPLIANCE

1.1 School Board's access to the Department's Florida Safe Families Network ("FSFN"). § 39.0016(2)(b)1.c., Fla. Stat. requires each School Board to access FSFN to obtain information about the children known to the Department. The Department will extend direct access to FSFN to School Board upon School Board's completion of a data sharing protocol.

1.2 Child welfare's access to School Board data- Parental Consent or Court Order required. Data may only be provided to child welfare by School Board pursuant to FERPA and its regulations, as detailed below.

1.3 Child Welfare's Process for Obtaining parental release or court order. This data sharing agreement applies to children who are placed by the court in all available placement types, including licensed foster care, placement with relatives or other adults, as well as children who are permitted to remain in, or be returned to, their own homes under Departmental supervision.

The Department, through its lawyers in Children's Legal Services ("CLS"), who appear in dependency court on behalf of the State, secures a parental release or a court order at the beginning of the dependency court process (either at shelter hearing or the arraignment hearing if the child is not initially sheltered) which recognizes the parent's¹ authorization for School Board to release records to child welfare. If the parent fails to appear in court or is otherwise unavailable to sign the release, the court order itself authorizes the release if the court finds this release is in the child's best interest.

Where appropriate, child welfare will seek a release from the child's foster parent for child welfare to access personally identifiable student information.

When child welfare obtains the parental consent, foster parent's consent or court order, CLS will promptly enter the date the release and/or court order was obtained into FSFN.

1.4 School Board's verification of parental release or court order. School Board may, at any time, access FSFN in accordance with a confidentiality protocol, to verify that a parental release or court order authorizing the release of student records has been entered by CLS in FSFN for each child whom Child Welfare has included in its data request to the School Board.

¹ "Parent" in this context is the child's biological or adoptive parent or legal guardian from whom the child has been removed due to that parent's alleged or actual abuse, abandonment or neglect of the child.

1.5 Confidentiality of Exchanged Information. The Parties acknowledge that, during the term of this Agreement, confidential information of a special and unique nature will be disclosed to each other. Each Party will protect Confidential Information received from the other Party in a manner that will not permit the personal identification of a child or his or her parent, including foster parent, by persons other than those authorized to receive the records.

ARTICLE II-DATA SHARING

2.1 Data Exchange.

Child Welfare will provide a list of names of children known to the Department and under active supervision of the Department. This list of names will be provided from the Department's official system of record (FSFN) and will be limited to those children for whom it has secured a parental release or court order. School Board will provide child welfare an agreed-upon set of data elements in a format consistent with that which the School Board uses to report the data elements to DOE as part of Survey 5 or other related standardized reporting process.

2.2. Specifics of exchange.

The following information will be exchanged through the use of each agency's official database. The information will be provided on an as needed basis as each agency will have "view only" access to the databases. The School Board will have access through the Student Services Department. The Supervisor of Student Services or designee shall have access to the Department's official system of record. The KFF Program Director or designee shall have access to the School Board official system of record.

School Board will be able to obtain/verify demographic information, custodian information, placement information and information regarding who the case is assigned to at KFF.

KFF will be able to view child demographic information, scheduling data, grades and transcripts, attendance data, discipline data, Individual Education Plan/ESE status and health information (any health problems, medications and immunization status) for DCF/KFF clients only.

ARTICLE III

DURATION OF AGREEMENT

3.1 This Agreement shall commence on November 1, 2012 and will continue in effect until terminated by either Child Welfare or School Board. The parties will review and amend this Agreement as necessary.

DISPUTES

Should there be disagreement between participants regarding data exchanges, then the matter will be referred to the Director of Student Services, KFF Chief Program Officer and DCF Circuit 4 Operations Manager. If a consensus is not reached and there is still an impasse the matter will be referred to the Kids First of Florida Chief Executive Officer or designee and School Board Chairperson or designee and the Department of Children and Families Regional Managing Director or designee.

In witness whereof, the parties hereto cause this AGREEMENT to be executed by their duly authorized representatives:

Chairperson
School Board of Clay County
900 S. Walnut Street Green Cove Springs, FL 32073
Date: _____

Irene Toto- Chief Executive Officer
Kids First of Florida
1726 Kingsley Ave Suite 2 Orange Park, FL 32073
Date: _____

David Abramowitz- Regional Director
Department of Children and Families
5920 Arlington Expressway Jacksonville, FL 32211
Date: _____