


THE SCHOOL DISTRICT OF ESCAMBIA COUNTY CURRICULUM AND INSTRUCTION SCHOOL BOARD AGENDA EXECUTIVE SUMMARY		Item Number: V.b.1. J.1.
TITLE Memorandum of Understanding Between the School Board of Escambia County, Florida, Florida Department of Children and Families, and FamiliesFirst Network		SUBMITTED BY: Dr. Laura Colo, Director, Title I
PERIOD OF GRANT/CONTRACT/REQUEST July 18, 2017 until termination	FUNDING SOURCE Title I, Part A	PROJECT COORDINATOR AND DEPARTMENT Dr. Laura Colo, Director, Title I
AMOUNT OF FUNDING REQUEST – <i>Is amount more, less or same as last year? (Explain differences at end of Purpose section if additional space is required.)</i> N/A		TOTAL PROJECT – <i>Is the amount more, less or same as last year?</i> N/A
PURPOSE This memorandum of understanding establishes procedures to address sections 1111(g)(1)(E) and 1112(c)(5) of the Elementary and Secondary Education Act (ESEA) as amended by the Every Student Succeeds Act (ESSA) in regards to ensuring educational stability for children in foster care.		
IMPLEMENTATION PLAN The School Choice Office will be the point of contact to identify students in foster care and work with the Transportation Department and the appropriate child welfare agencies to ensure that the student receives transportation to the school of origin, if deemed most appropriate. The Title I Department will assist with implementation and provide funding for extra costs incurred in providing transportation to the school of origin.		
PARTICIPATING SCHOOLS/AGENCIES All district schools Florida Department of Children and Families FamiliesFirst Network		
ACTION REQUIRED Board Approval		
STRATEGIC ALIGNMENT – <i>Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan.</i> PILLAR: Quality GOAL: GOAL Q.2: To improve attendance and discipline of students MEASURABLE OBJECTIVE: Q.2.1. Create a culture of instruction that will result in increased attendance as measured by average daily attendance (ADA).		
DIRECTOR Laura O. Colo	DATE 7-5-17	
ASSISTANT SUPERINTENDENT 	DATE 6/29/17	DATE OF BOARD APPROVAL APPROVED ESCAMBIA COUNTY SCHOOL BOARD

Revised: June 2016 –

Retention: 5 years

JUL 18 2017

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA,
FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, AND
FAMILIESFIRST NETWORK

This Memorandum of Understanding is entered into by and between the School Board of Escambia County, Florida, the Florida Department of Children and Families (DCF) - Circuit 1 and FamiliesFirst Network (FFN) on the 18th day of July, 2017 for the purpose of implementation of the Ensuring Educational Stability for Children in Foster Care Sections 111(g)(1)(E) and 1112(C)(5) of the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA).

Florida Department of Children and Families – Circuit 1 agrees to

1. participate in regular collaboration with the Escambia County School District and FamiliesFirst Network through quarterly meetings to identify the needs of children in foster care to ensure smooth implementation of services.
2. keep authorized student records confidential, consistent with Florida Statutes, State Board of Education rules, and federal laws relating to the Family Educational Rights and Privacy Act (FERPA), also known as the Buckley Amendment—U.S. Codes (20 USC 1232g), Code of Federal Regulations (CFR) Title 34, Part 99.
3. designate a lead point of contact for students in foster care.

FamiliesFirst Network agrees to

1. participate in regular collaboration with the Escambia County School District and Florida Department of Children and Families (DCF) through quarterly meetings to identify the needs of children in foster care, ensure smooth implementation of services, and verify accuracy of number of children under services.
2. designate a lead point of contact for students in foster care.
3. reimburse excess transportation costs for students in foster care, under CBC agency supervision.
4. provide additional information as deemed necessary, as allowed by law.

The School Board of Escambia County, Florida agrees to


1. designate a Local Educational Agency (LEA) point of contact (POC) for students in foster care and report the POC to the Florida Department of Education (FLDOE). The LEA POC will collaborate with the appropriate child welfare agency (CWA) to ensure educational stability for students in foster care. The LEA POC will also serve as the School Stability POC for all Escambia County School District schools.
2. develop and maintain a process to identify students in foster care. A Care of Custody Form or other court document, provided by DCF or FFN, will be provided to school personnel and the document will be used to enter data into the school district's student information system (FOCUS). The School Choice Office will provide FFN, DCF, the school principal, and School Stability Point of Contact with a list of identified foster care students on the first day of each month to ensure students in out-of-home care are identified.
3. ensure that, if it is in the best interest of the child to leave the school of origin, the child will be immediately enrolled in the new school even if he/she does not have the required documentation.
4. ensure that the new enrolling school shall immediately contact the school last attended to obtain the child's records.
5. train all pertinent personnel on the Every Student Succeeds Act (ESSA) requirements relating to educational stability for students in foster care, and the procedures for best interest determination and establishing transportation needs.
6. work in collaboration with the appropriate CWA to develop and implement clear written procedures for how transportation will be provided, arranged, and funded for a child's duration of time in foster care. The LEA 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 local CWA agrees to reimburse the LEA for the cost of such transportation;
 - b. The LEA agrees to pay for the cost of such transportation; or
 - c. The LEA and the local CWA agree to share the cost of such transportation.
7. ensure that release of student information to DCF and FFN complies with Florida Statutes, State Board of Education rules, and federal laws relating to the Family Educational Rights and Privacy Act (FERPA), also known as the Buckley Amendment—U.S. Codes (20 USC 1232g), Code of Federal Regulations (CFR) for Title 34, part 99.

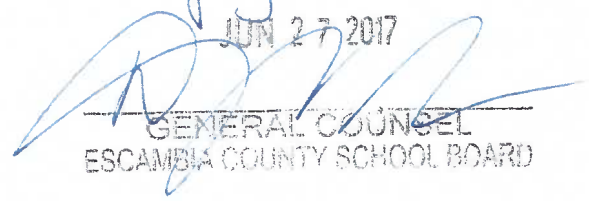
This Memorandum of Understanding (MOU) is not a binding contract. It is an expression of cooperation for the purpose of providing services to clients and coordinating activities to the extent possible and as allowed by law. No contract rights attach to this MOU for any of the parties or for any third party benefits. This MOU is effective upon signing of all parties and will remain in effect until legislative action no longer requires this agreement. Any party may terminate their involvement in the MOU without cause upon written notice to the remaining parties. This agreement may be amended at any time by mutual consent of the parties reduced to writing.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed and delivered by their respective officials thereunto duly authorized on this 18th day of July, 2017.

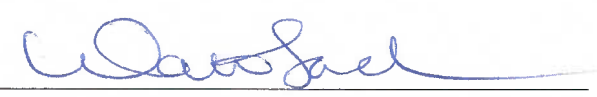
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: 
Linda Moultrie, Board Chair

Attest: 
Malcolm Thomas, Superintendent

APPROVED FOR LEGAL CONTENT
FOR July 2017 AGENDA
JUN 27 2017

GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

DEPARTMENT OF CHILDREN AND FAMILIES

By: 
Walter Sachs, Regional Managing Director

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD
JUL 18 2017

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

FAMILIESFIRST NETWORK

By: 
Shawn Salamida, Director

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

- A. Keep and maintain public records required by the School Board to perform the service.
 - 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)
 - 2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- B. Upon request from the School Board's custodian of public records, provide the School Board 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 for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.
- C. Ensure that public records that 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 School Board.
- D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, NROSS@ESCAMBIA.K12.FL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:



Donna Sessions Waters
General Counsel
Escambia County School Board
75 North Pace Blvd.
Pensacola, FL 32505
02/21/2017

Initials of Each Signatory:

