

This Agreement is between the parties identified on page one (1) of this Agreement. The purpose of this Agreement is to improve the educational outcomes for students in foster care. This Agreement meets the Children's Administration (CA) mandate under RCW 74.13.550 through .570 to develop collaborative agreements with school districts. This agreement also meets the requirement for school districts to develop written transportation procedures as required in ESEA Section 1111.

For the purposes of this Agreement, children and youth in foster care are in the care and custody of CA in licensed and unlicensed out-of-home care.

Interagency Agreements are located on the Office of the Superintendent of Public Instruction (OSPI) Foster Care Education Program website:
<http://www.k12.wa.us/FosterCare/Resources.aspx>

1. Purpose

The purpose of this Agreement is for both parties to acknowledge and support the intent of the Every Student Succeeds Act (2015) and RCW 74.13.550 that children and youth in foster care are in the care and custody of CA in licensed and unlicensed out-of-home care shall remain in their school of origin whenever it is in the child's best interest. Further, the parties agree to communicate, share information, and coordinate support services that will improve educational outcomes for foster children.

2. Confidentiality

Both parties shall ensure that only persons who have a legitimate educational interest in a student's confidential child welfare information or student records will have access to information pertaining to students in foster care. Information shared shall be limited to that which is necessary for providing for the educational success of the student, shall retain its confidentiality, and shall not be further disclosed except as allowed under state and federal law [RCW 74.04.060; chapter 13.50 RCW; chapter 70.02 RCW; Family Educational Rights and Privacy Act (FERPA); 20.U.S.C. §1232g(b)(1)(L) (Uninterrupted Scholars Act); 34 C.F.R. §99].

The parties shall ensure that only persons with a direct role in case planning for or providing education services to a student under the school district's supervisory authority, and who have a legitimate educational interest in the information, will have access to confidential information pertaining to students in foster care.

Information shared shall be limited to that which is necessary for providing for the educational success of the student, shall retain its confidentiality, and shall not be further disclosed except as allowed under state and federal law.

3. Planning

The parties shall respectively identify a contact person at the CA Region and School District levels. The school district will receive School Notification forms from CA Social Service Specialists when students are placed into care, when a student's placement changes, and when students are returned home. The CA Regional contacts will assist with problem solving when issues cannot be resolved at the local office level.

The parties shall partner in an effort to improve the educational outcomes of children in foster care by sharing information and providing opportunities for collaboration and professional development.

4. Best Interest Determinations

The parties agree to use student-centered factors to determine if it is in the best interest of a student in foster care to remain in their school of origin.

Best Practices: Foster Care and School Selection:

http://www.k12.wa.us/FosterCare/pubdocs/FostercareSchoolSelection_WA.pdf

The parties shall make every effort to gather meaningful input from relevant parties, such as the child (depending on age and development), Foster Parents, Parents/ Legal Guardians when appropriate, Social Service Specialists, Teachers, School Counselors, and Mental Health professionals. Best interest determinations shall be consistent, whenever possible, with the child's case plan.

Best interest determinations will be made as quickly as possible to support educational continuity. The school district will ensure that the student remains in his or her school of origin while determinations are being made [ESEA Section 1111(g)(1)(E)(i)].

5. Transportation

Some children in foster care will need transportation to remain in their school of origin when it is in their best interest to do so. To facilitate transportation for these children, a school district receiving Title I, Part A funds and the DSHS CA should collaborate to ensure that transportation for children in foster care is provided, arranged, and funded [ESEA Section 1112(c)(5)(B)]. Agreements to share transportation costs will be decided on a case by case basis, and shall be determined through collaboration between the Social Service Specialist and the school district. Any Agreement for payment for the individual student will occur outside of this Agreement.

If CA and the school district cannot agree on how to provide and pay for appropriate transportation to maintain a student in their school of origin, the school district will provide services while a dispute is being resolved through the OSPI approved Dispute Resolution Process. To avoid delays in processing disputes, either party may begin the Dispute Resolution Process:

<http://www.k12.wa.us/FosterCare/FAQ.aspx>.

6. Disputes

Should disagreements develop regarding any of the above provisions, the Social Service Specialist or School District Foster Care Liaison may use the OSPI approved Dispute Resolution Process to resolve the matter. The school district will ensure that a child remains in his or her school of origin while disputes are being resolved [ESEA Section 1111(g)(1)(E)(i)].

7. Term of Agreement

This Agreement shall begin on the date indicated on page one (1) of this Agreement and reviewed every two (2) years to determine whether the purpose and objectives of this Agreement have been met. This Agreement may be terminated by either party in writing with thirty (30) days' notice.

The Agreement may be modified either by an Amendment to the Agreement specifying the change, or by an Amended Agreement. Any modification must be in writing and mutually agreed to and signed by the parties.

8. Funds

The parties acknowledge that no funds are transferred under this Agreement, and that this Agreement is for collaboration purposes only.

9. Contacts

School District Foster Care Liaison:

Name:
Phone Number:
Email:

CA Regional Education Lead:

Name:
Phone Number:
Email:

CA Office Contact:

Name:
Phone Number:
Email:

10. Applicable State and Federal Laws

All references in this Contract to applicable state and federal laws shall include any successor, amended, or replacement statute or law.

RCW13.34.045	Education liaison identification
RCW28A.150.510	Transmittal of Education Records to DSHS
RCW28A.225.010	Attendance Mandatory-Age-Exceptions
RCW74.13.550	Child Placement
RCW13.50.100	Records not relating to commission of juvenile offenses - Maintenance and access - Release of information for child custody hearings - Disclosure of unfounded allegations prohibited
PL 93-247	Child Abuse Prevention and Treatment Act
PL 110-351	Fostering Connections to Success and Increasing Adoptions Act of 2008
PL 112-34	The Child and Family Services Improvement and Innovation Act
PL 114-95	Elementary and Secondary Act of 1965
20 U.S.C. 1232g	Family Education Rights and Privacy Act

CA RESPONSIBILITIES Regional Education Agreement

CA RESPONSIBILITIES

1. Service Planning within CA
2. Information Sharing & Confidentiality
3. Transportation
4. Training & Meetings
5. Foster Home Recruitment

1. Service Planning within CA

- a. Notify the child's school district when they enter foster care, change placements, and are returned home by providing the completed **School Notification Form DSHS 27 -093**.
- b. Make efforts to maintain children in their school of origin when it is in the child's best interest and search for appropriate placement options within the child's school attendance area when they are removed from their home or changing placements.
- c. Inform schools of the individual authorized to participate in meetings and/or sign documents for foster children (i.e., IEPs, 504 Plans, etc.) at review meetings. The caregiver is normally responsible for routine and special education decision making. Parents, when appropriate, have a right to make educational decisions for their children.
- d. Pay any unpaid fees or fines owed by the child to the school or school district [RCW 74.13.631(1)(e)].
- e. Inform school districts and staff of safety issues concerning foster children. CA Social Service Specialists will inform school staff of individuals who are allowed to have access to foster children and anyone who poses a risk of harm to the child's or school's safety.
- f. Request school records and report to the court children's progress every six months for children in out-of-home placements (RCW 28A.150.510).
- g. Engage school staff when developing long-range education plans for school-aged children in out-of-home placements. In addition to academic progress, the education plan must address physical, emotional, and behavioral issues that impair the child's learning activities.
- h. Attend meetings hosted by schools for the purpose of identifying assessments and addressing academic progress, attendance or disciplinary issues for foster children. Social Service Specialists will be responsible for inviting children's court-appointed representatives, educational liaisons, educational decision-makers, advocates and parents when appropriate.
- i. Identify educational liaisons at shelter care, dependency disposition, and dependency review hearings for foster children grades six (6) through twelve (12) when any one (1) of the following circumstances exist (RCW 13.34.045; HB 1566 & Policy and Procedures 4302A):
 - (1) Parental rights have been terminated;
 - (2) Parents are unavailable because of incarceration or other limitations;

- (3) The court has restricted contact between the child and parents; or
 - (4) The child is placed in a behavioral rehabilitative setting and the court has limited the educational rights of the parents.
- j. Team with school staff to develop trauma-informed disciplinary plans for prevention and intervention when necessary.
 - k. Monitor foster children to ensure they are on track for on-time graduation and for post-secondary college or career planning.

2. Information Sharing and Confidentiality

- a. For education planning purposes, promptly share child-specific placement change information with identified school personnel.
- b. Keep educational information and records provided by the school confidential and protected from viewing or access by persons who have no direct role in case planning for the student. [Family Educational Rights and Privacy Act (FERPA); 20.U.S.C. §1232g, 34 C.F.R. §99].

3. Transportation

- a. Work collaboratively with school districts to develop transportation plans for children in foster care.
- b. Collaborate with caregivers and other available resources to explore transportation options for foster children placed outside of their school area (e.g., resources already being used to transport other children to various schools, foster parent, volunteers, special grants for transportation, etc.).

4. Training and Meetings

- a. Partner and participate with school districts to organize and develop cross-training opportunities for school districts and CA staff to increase knowledge and understanding of the unique social and educational needs of foster children.
- b. For the purpose of education case planning, invite school personnel to CA staffing(s) regarding specific children whom school personnel have supervisory authority.
- c. Attend general and child-specific meetings hosted by the child's school or school district whenever possible.

5. Foster Home Recruitment

Partner with school districts for school-based recruitment opportunities geared towards increasing foster home resources in school areas in an effort to prevent or reduce school changes.

SCHOOL DISTRICT RESPONSIBILITIES Regional Education Agreement

SCHOOL DISTRICT RESPONSIBILITIES

1. Service Planning within School District
2. Information Sharing & Confidentiality
3. Transportation
4. Training & Meetings
5. Foster Home Recruitment

1. Service Planning within School District

- a. Participate in the planning process for school continuity when CA notifies the school district that children have been placed in foster care.
- b. Identify a Foster Care Liaison at the school district level to receive notifications from each school when children have entered foster care, changed placements, or have been returned home. The Foster Care Liaison will further disseminate the information to school and district staff who have a legitimate educational interest in the information.
- c. Information disseminated shall be limited to that which is necessary for providing for the educational success of the student, shall retain its confidentiality, and shall not be further disclosed except as allowed under state and federal law [RCW 74.04.060; chapter 13.50 RCW; chapter 70.02 RCW; Family Educational Rights and Privacy Act (FERPA), 20.U.S.C. §1232g(b)(1)(L) (Uninterrupted Scholars Act), 34 C.F.R. §99].
- d. Enroll students in foster care immediately in school when enrollment is sought. The enrolling school will immediately contact the school last attended to obtain education records, and the sending school will immediately transfer those records [ESEA Section III(g)(l)(E)(iii)].
- e. Notify the CA Social Service Specialist of fines and fees students in foster care have incurred, if any [RCW 74.13.631(2)(e)].
- f. Invite the CA Social Service Specialist and the caregiver to meetings held for the purpose of discussing potential assessments, academic progress, attendance, or disciplinary issues of individual students. Social Service Specialist may invite the student's court appointed representatives, education liaisons, advocates and parents, if appropriate.
- g. Attend any case planning meetings as requested by CA whenever possible.

2. Information Sharing and Confidentiality

- a. Transmit education records when requested by CA within two (2) school days in the following situations:
 - (1) CA is conducting an investigation of child abuse and neglect and it is determined by the investigator that education records are relevant to the investigation (RCW 26.44.030).
 - (2) The student has been placed in foster care, or the court requires a status update including

educational information [RCW 28A.150.510; Family Educational Rights and Privacy Act (FERPA), 20.U.S.C. §1232g(b)(1)(L) (Uninterrupted Scholars Act)].

- b. Ensure that only persons who have a legitimate educational interest in a student's confidential child welfare information, will have access to information pertaining to students in foster care. Information shared shall be limited to that which is necessary for providing for the educational success of the student, shall retain its confidentiality, and shall not be further disclosed except as allowed under state and federal law's [RCW 74.04.060; chapter 13.50 RCW; chapter 70.02 RCW; Family Educational Rights and Privacy Act (FERPA); 20U.S.C. §1232g(b)(1)(L) (Uninterrupted Scholars Act); 34 C.F.R. §99].

3. Transportation

- a. Children in foster care needing transportation to their schools of origin will promptly receive that transportation;
- b. The school district will provide or arrange transportation services in the most cost-effective manner [ESEA Section 1112(c) (5) (B) (i)];
- c. If there are additional costs incurred in providing transportation to the school of origin, the school district will provide such transportation if:
 - (1) CA agrees to reimburse the school district for the cost of such transportation;
 - (2) The school district agrees to pay the cost; or
 - (3) The school district and CA agree to share the cost [ESEA 1112(c) (5) (B)].
- d. If there is a dispute between CA and the school district regarding transportation, the district will provide transportation while the dispute is being resolved [ESEA Section 1111(g)(1)(E)(i)].
- e. When sharing costs, the district will report their foster care transportation expenditures for ridership funding in Program 99. This enables districts to be funded at the same percentage for foster care transportation as they would regular routes, regardless of the transportation method used by the Lead Education Agency (LEA). The LEA and CA will then split the additional costs not reimbursed by the Washington State pupil transportation funding formula.
- f. The school district will make every attempt to maximize their transportation allocation to limit the incidence of additional costs. Should additional costs serve as a barrier to the provision of transportation services, the school district will make every effort to collaborate with CA staff to reduce this barrier [ESEA Section 1112(c)(5)(B)(ii)].

4. Training and Meetings

- a. Collaborate and participate with CA to organize and develop cross-training opportunities for school district and CA staff to increase knowledge and understanding of the unique social and educational needs of foster children. For the purpose of education case planning, invite CA Social Service Specialists to school staffing(s) for specific children.
- b. Attend general and child-specific meetings, hosted by the CA Social Service Specialist, whenever possible.

5. Foster Home Recruitment

Support school-based recruitment efforts geared towards increasing foster home capacity to allow children who enter foster care to remain in their schools or origin when it is in their best interest.