

**INTERAGENCY AGREEMENT
BETWEEN
DIVISION OF CHILDREN AND FAMILY SERVICES
AND
WOODLAND PUBLIC SCHOOL DISTRICT NO. 404
RE:**

EDUCATIONAL STABILITY FOR CHILDREN IN FOSTER CARE

This Interagency Agreement (“Agreement”) is entered into between Children’s Administration (CA) within the Washington State Department of Social and Health Services (DSHS), and the School District identified below for the purpose of promoting educational stability for children in foster care who are enrolled in schools within the School District, pursuant to **RCW 74.13.550 – 74.13.570**.

School District	Woodland School District 404
Address	600 Bozarth St Woodland, Washington 98674
Telephone	360- 225-1060
Liaison	Deb Kernen
Children’s Administration	Michael Shea
Address	Lisa LaRue P.O. Box 45714 Olympia, Washington 98504
Telephone	360-501-2640
Liaison	Michael Shea, 501-2640

This Agreement incorporates certain elements previously established by the *Protocol for Development of Interagency Agreements between CA and School Districts*, as follows:

I. General

A. Purpose

The parties acknowledge and support the intent of RCW 74.13.550 that children placed into foster care shall remain enrolled in the schools they were attending at the time they entered into foster care, whenever that is practicable and practical and in the best interest of the child. Further, the parties agree to coordinate services to children in foster care in order to improve their educational outcomes.

B. Confidentiality

The School District shall ensure that confidential information regarding a student will be protected from viewing or access by persons who have no direct role in case planning for the student.

C. Planning

CA Regional Office and the School District shall each identify a liaison who will have responsibility to problem-solve issues and to refer policy concerns to administration for resolution. Individual child concerns are handled by the CA assigned social worker.

School District Responsibilities

A. Service Planning within School District

Protocol Guidelines:

1. In collaboration with CA, participate in planning for school continuity when CA notifies the school that a child enrolled in that school has been placed in foster care. This may entail transportation planning as outlined under (C) or in provision of relevant information to a child's new school.
2. If possible, seek to retain a child placed in foster care in the original school in which the child was enrolled at the time of placement. (This may require negotiation with the local school, CA, and the child's foster parent or relative caregiver)
3. Invite the CA social worker, the child's foster parent or relative caregiver and/or surrogate parent if appointed for special education purposes, and the child's birth parent (when appropriate) to attend educational planning and advocacy meetings hosted by the school as soon as possible but no later than 45 days of foster care placement in order to assure adequate assessment and planning for the student's educational success.

B. Information Sharing

Protocol Guidelines:

1. Ensure the transmission of education records to CA within 2 school days of request. This is coded into law as RCW 28A.150.510, "In order to effectively serve students who are dependent pursuant to chapter 13.34 RCW, education records shall be transmitted to the department of social and health services within two school days after receiving the request from the department provided that the department certifies that it will not disclose to any other party the education records without prior written consent of the parent or student unless authorized to disclose the records under state law. The department of social and health services is authorized to disclose education records it obtains pursuant to this section to a foster parent, guardian, or other entity authorized by the department to provide residential care to the student."

2. Ensure the confidentiality of information is protected consistent with the Family Education Rights and Privacy Act (FERPA).

C. Transportation

Woodland School District agrees to:

1. Give priority to retaining students in the school they were attending at the time of placement, using existing intra-district transportation routes when the student is placed within the district.
2. Make efforts to coordinate transportation with Children's Administration and the sending District to continue students in their original school, when the student is placed out-of-District. This may involve the use of CA volunteers or foster parents to provide transportation to a designated Woodland School District school. Any such coordinated plan of transportation must be agreed by all parties and may be terminated on one week's notice by any party to it.
3. When a student in foster care qualifies as "homeless" under the federal McKinney-Vento Act, use the principles contained in that act and subsequent local agreements in transporting the student. (By definition of the federal McKinney-Vento Act, 42 U.S.C. 11434A (2) (A) and (B) (i), students awaiting foster care placement are considered homeless. These students are to be afforded all of the rights and protections of the McKinney-Vento Act as outlined in law.)

D. Training

1. May choose to facilitate or provide training for teachers, administrators, counselors, transportation coordinators, homeless student coordinators, and others concerning the unique needs of children in foster care, in order to reduce barriers to educational achievement for foster children.
2. Work collaboratively with CA to provide cross-training concerning education rights, educational advocacy organizations, school based foster parent recruitment, child abuse and neglect information (mandated reporter law) and services for CA staff and school staff. Training may be coordinated through the local school district or through the educational services districts that serve multiple school districts.

Children's Administration Responsibilities

A. Service Planning within CA

The following activities are derived from CA policies and best practices; specifically from the Practices and Procedure Manual, Chapter 4000, Section 4302A.

1. Information Sharing:

CA agrees to:

- a.** Notify the original school that a child enrolled in the school has been placed in foster care (an “attendance call”). List DSHS-CA Social Worker as secondary contact in order to receive school records and reports.
- b.** Arrange a status update contact to the child’s original school immediately following the Shelter Care Hearing.
- c.** Ensure case planning by the social worker to meet the child’s immediate safety and service needs is undertaken with the school the child will be attending. (Examples: Determination of people authorized to pick up a child; whether anyone poses a threat to the child’s safety; potential threat by the foster child to other children, review of living arrangements, legal status, and other case planning information.)
- d.** Notify the identified school liaison of Shelter Care Hearing outcomes by fax. (These outcomes include but are not limited to: legal status of the child, permission to share school and other records/information, restraining orders, risks to the child and community.)

2. Planning:

CA agrees to:

- a.** Facilitate expedited enrollment to reduce out of school time for foster children.
- b.** Ensure that the CA social worker, the child’s foster parent or relative caregiver and /or surrogate parent if appointed (i.e., for special education purposes), and the child’s birth parent are invited to attend educational planning and advocacy meetings hosted by the school as soon as possible but no later than 45 days of foster care placement in order to assure adequate assessment and planning for the student’s educational success.
- c.** Recommend to the school other appropriate community providers who may have case planning input. [Example: the child’s Guardian ad Litem (GAL) or court appointed special advocate (CASA), therapist, etc.]

3. Transportation:

CA agrees to:

- a.** Instruct foster parent or relative caregivers to continue the foster child’s enrollment in the current school, at the time of placement, (rather than to

change enrollment to another school that may be closer to the foster home,) whenever practical or in the best interest of the child.

- b. Facilitate the foster child's continued attendance at the current school during the first few days of foster care placement until the school district finalizes a transportation plan for the child.
- c. Address the foster child's school enrollment and CA's role in supporting the enrollment in the Placement Information Form.
- d. Develop a joint transportation plan, documented in writing, when the foster parent or relative caregivers can provide transportation. When school transportation is not possible, create a reasonable miles-plus-time reimbursement formula, using common sense, flexibility, and creativity. (Example: 25-30 miles and/or 1 hour driving time might be a rough guideline.)
- e. Seek volunteers to provide transportation with mileage reimbursement if needed.

4. Training:

CA agrees to:

- a. Address the importance of educational services and advocacy for foster children in initial and continuing education for foster parent or relative caregivers.
- b. Address the importance of educational services and advocacy for foster children in CA social worker training.
- c. Work collaboratively with school districts to provide cross-training concerning education rights, educational advocacy organizations, and child abuse and neglect services for CA staff and school staff. Training may be coordinated through the local school district or through the educational services districts which serve multiple school districts.

IV. Additional Specialized Services

Any individualized or specialized services in addition to the above that may be agreed to between the parties for a specific school district, school, or enrolled foster child shall be as listed below, or as set forth in an exhibit or attachment to this Agreement.

V. Additional Terms

A. Term of Agreement

This Agreement shall begin as of the date of signing of the Agreement by both parties and shall continue until terminated.

