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PIERCE COUNTY, WASHINGTON

Return Address:

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Bethel Public Schools
516 176th St E
Spanaway, WA 98387

INTERLOCAL AGREEMENT

Educational Stability for Children in Foster Care.

This Interlocal agreement is dated 2/21/2006 and between Bethel School District #403 and Division of Children and Family Services - Region 5.

This Interagency agreement is entered into between the Region 5 division of children and Family Services (DCFS) of the Children's Administration (CA), within the Washington State Department of Social and Health Services (DSHS), and the Bethel School District 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.

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11/17/05*

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INTERAGENCY AGREEMENT
BETWEEN

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JAN 24 2006

DIVISION OF CHILDREN AND FAMILY SERVICES - Region 5 HUMAN RESOURCES

and

BETHEL SCHOOL DISTRICT

REGARDING

EDUCATIONAL STABILITY FOR CHILDREN IN FOSTER CARE

This Interagency Agreement ("Agreement") is entered into between the Region 5 Division of Children and Family Services (DCFS) of the Children's Administration (CA), within the Washington State Department of Social and Health Services (DSHS), and the Bethel School District 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.

Bethel School District	Tom Seigel, Superintendent
Address	516 E. 176 th St. , Spanaway WA 98387
Telephone	253 / 683-6000
Liaison	Steve Brown
DCFS	Christine Robinson, Region 5 Administrator
Address	1949 South State Street, (MS N27-1) Tacoma, Washington 98405-2850
Telephone	253-983-6260
Liaison	Cherrie Druffel 253/983-6235 drch300@dshs.wa.gov

This Agreement incorporates certain elements previously established by the *Protocol for Development of Interagency Agreements between DCFS 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 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

DCFS Regional Office and the School District shall each identify a liaison for system issues who will have responsibility to problem-solve issues and to refer policy concerns to administration for resolution. Individual child concerns are handled by the DCFS assigned social worker and the school identified liaison for child planning activities. See Section IV.

II. School District Responsibilities

A. Service Planning

The School District agrees to:

1. Maintain a stable academic placement for the child when it is in the best interest of the child and can be reasonably accomplished.
2. Participate in a timely, collaborative effort with a DCFS representative and the foster or relative care giver to determine if it is in the best interest of a child in a temporary foster care placement to maintain a stable educational environment by attending their school of origin.
3. Consider the following information or data as part of this collaborative planning effort: safety concerns, wishes of the child, wishes of the parent, anticipated length of stay in temporary foster care, proposed permanent living arrangement, geographic location of the placement, length of travel time from the placement to school, available transportation resources, attendance history, grades, after school activities, temporary housing, and any other information that would assist in a making a sound education decision that is in the best interest of the child.
4. Assist in developing a transition plan with a DCFS representative and foster or relative care giver for the student who is changing schools when it is determined that it is not practical for the child to remain in the school of origin.
5. Participate in educational planning on behalf of the foster child remaining in the school. This includes inviting the DCFS social worker, caregiver, CASA/GAL and parents (when they maintain legal custody and unless contact is restricted by the court) to any meetings scheduled to discuss

the educational needs of the child. The participants invited may vary as needed to develop educational plans and respond to safety concerns.

B. Transportation

The School District agrees to develop transportation plans as follows:

1. If the decision is to have the child remain at his or her school of origin and the child would still **live within** the current school district's boundaries during temporary placement, then a cooperative transportation plan will be developed between the district, the caregiver and DCFS representative.
2. If the decision is to have the child remain at his or her school of origin and the child would **reside outside** of the school district's boundaries during temporary placement, then a cooperative transportation plan should be developed by the two school districts, the caregiver and the DCFS representative.
3. School-aged children in interim out-of-home foster or relative placement will qualify for the protections afforded under the Federal McKinney-Vento Act.

C. Training

The School District agrees to:

1. Work collaboratively with DCFS to provide on-going and current information and cross-training about the services that are provided by both organizations for our foster care children and their care providers.
2. Provide information and training for teachers, administrators, counselors, transportation coordinators, homeless student liaison, and any other staff concerning the unique needs and educational rights of children in foster care, in order to remove barriers and to improve educational achievement for foster children.

D. School based recruitment for foster homes

The School District agrees to:

1. Work collaboratively with DCFS, the Division of Licensed Resources and foster recruitment contractors to permit recruitment for foster homes at appropriate school district meetings and events.
2. The school district will permit educational information to be distributed about the need for foster homes within the district.

III. DCFS Responsibilities

A. Service Planning within DCFS

DCFS agrees to:

1. Information Sharing:

- a. Promptly notify the original school district that a child enrolled in a district school has been placed in foster care. This will be referred to as a "placement notification call. "
- b. Contact the school the child attends to provide an update within a few days of placement. This includes providing a copy of the shelter care order or voluntary placement agreement as well as emergency contact information and information about who can have contact with or pick the child up from school.
- c. For placement changes after the initial placement into foster care: DCFS agrees to promptly notify the school that the child has had a planned or unplanned change in placement. DCFS will provide a current caregiver name, address and phone number. The foster or relative caregiver will contact the school for start and dismissal times.

2. Planning:

- a. Participate with the school district and foster or relative caregiver in a timely, collaborative effort to assess, on a child specific basis, whether and how to maintain stable school placement during temporary foster placement. Follow process outlined in II.A.3. of this agreement.
- b. Participate in timely educational planning with the school on behalf of the child in foster care. This includes sharing sufficient case information to allow the school to make appropriate safety and educational decisions on behalf of the child. Examples of information to be shared include: child's legal status, living arrangements, name and address of foster or relative caregiver, results of any developmental or health screening that would have an impact on education, names of persons authorized to pick up child from school, any threats to child safety, copies of any restraining orders, potential threats by the foster child to other children, name and method of contact for assigned Guardian ad litem (GAL) or Court Appointed Special Advocate (CASA), other relevant case information.
- c. Include information from the school in the child's initial DCFS health and education screening and in the development of DCFS service plans for the child.

- d. Invite school participation in a Family Team Decision Making (FTDM) meeting if one is held (usually prior to or just after a placement). Invite school participation in the Dependency Case Conference (held 30-45 days after placement) if one is held. School personnel may join the case conference in person or by telephone conference call.

3. Training:

- a. Work collaboratively with the Resource Family Training Institute to ensure that the importance of educational services and advocacy for foster children is incorporated into initial and continuing education for foster parent or relative care givers.
- b. Work collaboratively with the school district to provide information and cross-training about the roles, responsibilities and services of both organizations in regard to foster children and their care providers. Training may be coordinated through the local school district or through the educational services districts which serve multiple school districts.
- c. Provide on-going information and training for social workers and case aides on the importance of stable educational services and the need for collaboration with schools to improve educational outcomes for foster children.

B. Transportation

DCFS agrees to:

1. Instruct foster or relative caregivers to continue the foster child's enrollment in the school of origin, at the time of placement, whenever practical and in the best interest of the child.
2. Facilitate the foster child's continued attendance at the school of origin during the first few days of foster care placement until a transportation plan is finalized for the child. This includes encouraging transportation of child by caregivers to the school of origin, and authorizing payment of mileage for school transportation to the foster or relative caregiver.
3. Participate in a collaborative effort with the school district and foster or relative care giver to determine whether it is in the best interest of a child who is in temporary foster care placement to maintain a stable educational environment by attending their school of origin.

C. Recruitment and Placement

DCFS agrees to:

1. Schedule foster home recruitment events within the school district and actively recruit potential foster parents who would be willing to be a

resource to children within the school district. Develop and distribute educational materials about the need for foster homes within the district.

2. Develop a method to identify foster homes by school district and make an effort to first place a child in a suitable foster home within the district, if one is available. (Suitable relative placements outside the district will take priority over a foster home within the district.)

IV. Identified Liaisons and Contact Persons

The following contact persons are identified as necessary for the smooth implementation of student case planning decisions and for the resolution of identified policy or system concerns:

A. Contact person for placement notification calls:

1. DCFS: Unit secretary or Customer Service Specialist for the local office placement unit.
2. School District: _____

B. Liaison for child planning activities. These individuals will work collaboratively to assess whether it is practical and in the best interest of the child to remain in the school of origin. They will collaboratively develop transportation plans or transition plans for each child.

1. School District: _____
2. DCFS: Assigned social worker
3. CASA/GAL (when appointed)

C. Liaison for policy and system issues. These individuals will work collaboratively to resolve, at the lowest possible level, policy concerns, training issues, or system coordination problems identified by the student, caregiver, parent, contact persons, or liaisons for child planning activities.

1. DCFS: Cherrie Druffel, Program Manager
2. School District: _____

IV. Resolving Disagreements

- A. Every effort will be made to resolve disagreements at the level closest to service delivery for the student.
- B. The guiding principle for reaching agreement will be the best interest of the child.
- C. The school district and the department agree to be responsive, flexible and timely in engaging with each other to resolve issues.

- D. Both parties are free to consult informally, as needed, with other resources such as the Educational Services District, Superintendent of Public Instruction, Children's Administration state office or Office of the Attorney General.
- E. The following process will be a general model for resolving disagreements.
 - 1. The DCFS social worker and supervisor will work with the identified liaisons as well as school building identified representatives (could be a counselor, social worker, principal and/or homeless services liaison) to resolve issues. If no agreement:
 - 2. The social worker, supervisor, Area Administrator and/or DCFS Education Coordinator will work with building representatives as well as district office representatives. (Depending on the issues this could include a representative from the transportation department, special education services, guidance services, services to homeless students, or others). If no agreement:
 - 3. The DCFS Deputy Regional Administrator and the School Superintendent or designee will reach a resolution.
- F. For students eligible for the protections of the McKinney-Vento Act, disputes involving enrollment will follow the statewide dispute resolution procedure developed by the Superintendent of Public Instruction and distributed as Bulletin 049-04, August 10, 2004. .

V. 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.

VI. 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.

B. Periodic Review

The parties agree to review periodically this Agreement; to review whether the purposes and objectives of this Agreement have been met. This review shall occur minimally every two (2) years.

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

C. Funds

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

D. Confidentiality

Neither party shall use or disclose any information concerning any foster child enrolled at a school or otherwise affected by this Agreement for any purpose not directly connected with the administration of the party's responsibilities under this Agreement except by prior written consent of the child or, if a minor, by the child's foster parent or relative care giver or guardian.

The undersigned parties agree to this Interagency Agreement and agree to execute such other agreements or documents as may be necessary or advisable for the purpose of carrying out the provisions of this Agreement.

BETHEL SCHOOL DISTRICT

DIVISION OF CHILDREN & FAMILY SERVICES Region 5

T.G. Seiber 9/16/05
Signature Date

Christine Robinson 11/16/2005
Signature Date

Thomas G. Seiber Superintendent
Name Position/Title

Christine Robinson
Regional Administrator
Name Position/Title