

**INTERAGENCY AGREEMENT
BETWEEN
DIVISION OF CHILDREN AND FAMILY SERVICES
AND PROSSER SCHOOL DISTRICT**

**RE:
EDUCATIONAL STABILITY FOR CHILDREN IN FOSTER CARE**

This Interagency Agreement ("Agreement") is entered into between the 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 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	Prosser School District
Address	1126 Meade Ave, Ste A Prosser, WA 99350
Telephone	(509) 786-3323
Liaison	Dr. Ray Tolcacher, Superintendent
Children's Administration Region 2	Ken Nichols, Regional Administrator
Address	315 Holton Avenue, Suite 200 Yakima, WA 98902
Telephone	(509) 454-6940
Liaison	Jennifer Wilson
Telephone	(509) 737-2800

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. Planning

DCFS 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 DCFS assigned social worker.

Board Approved 6/15/10

Board Notified _____
of Rollover

II. School District Responsibilities

A. Transportation

The School District agrees to:

Develop plans and strategies to transport students when placement removes them from their original school. Options for those plans and strategies include:

1. Give priority to maintaining students in the schools they were attending at the time of placement, using intra-district transportation when students are placed within the district.
2. Whenever possible, develop a transportation plan to allow students to attend their original schools, when students are placed out of district.
3. When the school district cannot provide transportation, school district staff will work with the students' DCFS Social Workers, foster parents, guardians, or relative caregivers to develop a shared transportation plan in order to allow students to continue attending the schools in which they are enrolled. For example, a caregiver might transport a child to a designated point within the school district in which the child is enrolled; the district would then provide bus transportation from that point to the child's school.
4. The school district will implement district policy for transporting students under the McKinney-Vento Act of 2001 when a student enters out-of-home placement through DCFS action, therefore qualifying as "homeless." These transportation plans will be implemented, reviewed, and revised as needed on a case-by-case basis.

B. Service Planning within School District

The School District agrees to:

1. Collaborate with students' DCFS Social Workers, foster parents, guardians, or relative caregivers to plan for educational continuity when students enter out-of-home placement. Include students' parents in planning whenever possible.
2. Assist with maintaining students who are in out-of-home placements in the original schools in which students are enrolled. If necessary, negotiations will take place among the local school personnel, DCFS staff, foster parents, guardians, or relative care givers to create the most logical transportation plan. Making reasonable accommodation to allow the child to have a flexible schedule may be an option if the child is placed out of the school's attendance area.
3. Collaborate with the DCFS Social Worker, foster parents, guardians or relative caregivers to develop a transition plan, if maintaining the student in the original school is not practical or not in the student's best interest. Give preference to enrolling these students in another school within the same district.
4. Include the DCFS social worker, the student's foster parent or relative caregiver, surrogate parent if appointed for special education purposes, and the child's birth parent (when appropriate) in educational planning and advocacy meetings. Give priority to students in out-of-home placements for assessment and planning, as needed, in order to assure student's educational success.

C. Training

The School District agrees to:

1. Collaborate with local DCFS staff to provide and facilitate training for teachers, administrators, counselors, transportation coordinators, homeless student coordinators, and others concerning the unique needs of children who are in out-of-home placement, in order to reduce barriers to educational achievement for these children. Collaboration will include cross-training with DCFS staff concerning education rights, educational advocacy, child-abuse and neglect issues, and agency functions and operations.
2. In collaboration with DCFS, integrate into District and Building Staff Development Plans, training in areas listed in Item 1. Encourage school district staff to participate in additional training on subjects related to education and child welfare, as provided by DCFS, and/or other community partners. Training may be coordinated through the local DCFS office, individual school district, through the educational service district, or through combined efforts in the community.

III. DCFS Responsibilities

A. Transportation

DCFS agrees to:

1. Assist foster parents, guardians, or relative caregivers to continue the student's enrollment in the current school, at the time of placement, (rather than transferring enrollment to another school for caregivers' convenience) whenever practical or in the best interest of the child.
2. Address the student's enrollment and academic status, along with the role of DCFS staff in supporting the educational plan in the Placement Information Form provided to school staff.
3. Ensure student's continued attendance at the current school during the development of a transportation plan. Provide assistance to caregivers as needed.
4. Collaborate with school district staff, foster parents, guardians, or relative caregivers in developing a joint transportation plan. Provide written copies of the plan to all parties. Assist with making changes in the child's school schedule that will allow flexibility in the transportation plan.
5. Seek appropriate volunteers to provide transportation; provide mileage reimbursement if needed.

B. Service Planning within DCFS

1. Information Sharing:

DCFS agrees to:

- a. Designate a staff member at the local DCFS office (school district liaison) who will notify schools when an enrolled student enters out-of-home placement (an "attendance call").

- b. DCFS liaison or student's Social Worker will provide a status update regarding placement and other necessary information to the school counselor immediately following the shelter care hearing. Information to school personnel will include names and contact numbers for the student's Social Worker and the worker's Supervisor. Parties will utilize the Field Guide For Information Sharing (available through ESD and DCFS) if needed to clarify this process.
- c. DCFS Social Worker or Supervisor will ensure that the student's immediate safety and service needs are being met in the school setting by sharing critical and appropriate information with school personnel. Examples include: providing names of persons who are authorized to pick up the child; providing information about anyone who poses a threat to the child's safety; providing information about any potential dangerous behavior by the child in placement; review of the child's 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:

DCFS agrees to:

- a. Ensure that the DCFS social worker, the child's foster parent, guardian, or relative caregiver, surrogate parent if appointed (i.e., for special education purposes), and the child's parents are invited to attend educational planning and advocacy meetings in order to assure adequate assessment and planning for the student's educational success.
- b. Provide contact information to school staff regarding other appropriate community providers who are part of the case plan (examples: Guardians ad Litem (GAL) or court appointed special advocates [CASA], and therapists.

3. Training:

DCFS agrees to:

- c. Address the importance of educational services and advocacy for children in out-of-home placements in initial and continuing training for foster parents, guardians, and relative caregivers.
- d. Address the importance of educational services and advocacy for children in out-of-home placements in DCFS Social Worker training.
- e. Work collaboratively with school districts and community partners to provide training concerning education rights, educational advocacy organizations, and child abuse and neglect services for DCFS staff and school staff. Encourage Social Workers and Supervisors to participate in additional training on subjects related to education and child welfare. Training may be coordinated through the local school districts or through Educational Service 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.

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.

PROSSER SCHOOL DISTRICT

Dr. Ray Tolcacher 6/18/10
Signature Date

Dr. Ray Tolcacher, Superintendent
Name Position/Title

DIVISION OF CHILDREN & FAMILY SERVICES

Kenneth D. Nichols
Signature Date
Regional Administrator

Kenneth D. Nichols,
Name Position/Title