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INTERLOCAL AGREEMENT

REGIONAL EDUCATION AGREEMENT

DCYF Agreement Number: 2365-46010

This Agreement is by and between the State of Washington Department of Children, Youth & Families (DCYF) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number: 1501-
Contractor Contract Number:

CONTRACTOR NAME	CONTRACTOR doing business as (DBA)		
Bellingham School District			
CONTRACTOR ADDRESS	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DCYF INDEX NUMBER	
1306 Dupont Street Bellingham, WA 98225	371-001-663	22705	
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Greg Baker	(360) 676-6501		Greg.Baker@bellinghamschools.org

DCYF ADMINISTRATION	DCYF DIVISION	DCYF CONTRACT CODE
Department of Children, Youth, and Families	Children, Youth and Families	2071LS-65

DCYF CONTACT NAME AND TITLE	DCYF CONTACT ADDRESS
Richard Morgan Contract Manager	1115 Washington Street SE PO Box 45710 Olympia, WA 98405

DCYF CONTACT TELEPHONE	DCYF CONTACT FAX	DCYF CONTACT E-MAIL ADDRESS
(360)902-7522	Click here to enter text.	Richard.Morgan@dcyf.wa.gov

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?	CFDA NUMBER(S)
No	

AGREEMENT START DATE	**AGREEMENT END DATE**	MAXIMUM AGREEMENT AMOUNT
02/01/2023	01/31/2026	No Payment

EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:
☒ **Exhibits (specify): Exhibit A: DCYF Responsibilities and Exhibit B: School District Responsibilities**

The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DCYF only upon signature by DCYF.

	PRINTED NAME AND TITLE	DATE SIGNED
CONTRACTOR SIGNATURE [redacted]	Greg Baker, Superintendent	03/20/2023
DCFY REGIONAL ADMINISTRATOR OR DESIGNEE SIGNATURE [redacted]	Yen Lawlor, Regional Administrator	4/17/2023
DCFY SIGNATURE [redacted]	Richard Morgan, Compliance Manager	4/17/2023

DocuSign Envelope ID: 3A8A65D6-B352-4867-A717-4E8AB5756D5F

DCYF REGIONAL EDUCATION AGREEMENT

GENERAL RESPONSIBLITIES

1. Purpose
2. Confidentiality
3. Planning
4. Best Interest Determinations
5. Transportation
6. Disputes
7. Term of Agreement
8. Funds
9. Contacts
10. Applicable State and Federal Laws

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 Department of Children, Youth & Families (DCYF) 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 1112(c)(5)(B).

For the purposes of this Agreement, children and youth in foster care are those who are the subject of a shelter care dependency order issued pursuant to chapter 13.34 RCW, including students in licensed, unlicensed, and trial-return-home placements.

A list of school district Regional Education Agreements is located on the DCYF Contracts website:

https://www.dcyf.wa.gov/services/child-welfare-providers/rea

1. Purpose

The purpose of this Agreement is for both parties to acknowledge and support the intent of the Every Student Succeeds Act (2015), RCW 74.13.550, RCW 74.13.560, RCW 74.13.631 and RCW 28A.225.350 that children and youth in foster 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 students in foster care in accordance with RCW 28A.225.360 and RCW 74.13.560.

2. Confidentiality

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.

3. Planning

The parties shall respectively identify a contact person at the DCYF Region and School District levels. The school district foster care liaison will receive School Notification forms from DCYF Social Service

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Specialists when students are placed into care, when a student's placement changes, and when students are returned home. The DCYF 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 students in foster care by sharing information and providing opportunities for collaboration and professional development.

4. Best Interest Determinations

Children who enter out-of-home care or change placements will remain at the school they were attending unless it is determined to not be in their best interest (RCW 28A.225.350).

Please refer to OSPI Best Practices:
Best Practices School Selection for Children and Youth in Foster Care (www.k12.wa.us)

The parties shall make every effort to gather meaningful input from relevant parties, such as the child (depending on age and development), Foster Parents/Caregivers, 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 students in foster care will need transportation to remain in their school of origin when it is in their best interest. RCW 28A.225.350.

- "School of Origin" means the school in which a child is enrolled at the time of placement. If a child's placement changes, the school of origin **must** be considered the school in which the child is enrolled at the time of the placement change.

- Transportation must be facilitated by the student's school of origin. When a student attends school in one district but lives in another, the two districts must collaborate on transportation to school of origin. DCYF will reimburse districts for half of all excess transportation costs.

If DCYF 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.

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 OSPI Dispute Resolution Process can be found at:

Foster Care Education: Dispute Resolution Process (www.k12.wa.us)

DocuSign Envelope ID: 3A8A65D6-B352-4867-A717-4E8AB5756D5F

The school district will ensure that students in foster care remain in their 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 three (3) years to determine whether the purpose and objectives of this Agreement have been met.

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

DCYF Regional Education Leads and School District Foster Care Liaisons may be found here:

Foster Care Liaisons/DCYF Contacts | OSPI (www.k12.wa.us)

10. Applicable State and Federal Laws

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

20 U.S.C. 1232g	Family Education Rights and Privacy Act
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
ESEA Sec. 111(g)(1)(E)(I, ii, iii, iv)	
RCW 13.34.045	Education liaison identification
RCW 13.50.100	Records not relating to commission of juvenile offenses - Maintenance and access - Release of information for child custody hearings - Disclosure of unfounded allegations prohibited
RCW 28A.150.510	Transmittal of Education Records to DCYF
RCW 28A.225.010	Attendance Mandatory-Age-Exceptions
RCW 28A.225.023	Support for Youth's School Work

DocuSign Envelope ID: 3A8A65D6-B352-4867-A717-4E8AB5756D5F

RCW 28A.225.330(6)	Enrolling Students from Other Districts
RCW 28A.225.350	Best Interest Determinations
RCW 28A.225.360	Collaboration between Schools and DCYF
RCW 28A.320.148	Foster Care Liaison
RCW 28A.320.192	On-Time Grade Level Progression and Graduation
RCW 74.13.550	Child Placement
RCW 74.13.560	Educational Continuity
RCW 74.13.631	School Placement Options

DocuSign Envelope ID: 3A8A65D6-B352-4867-A717-4E8AB5756D5F

Exhibit A

DCYF RESPONSIBLITIES

DCYF RESPONSIBLITIES

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

1. Service Planning within DCYF

a. Notify the student's school district when they enter foster care, change placements, and are returned home by providing the completed School Notification Form DCYF 09-093.

b. Make efforts to maintain students in their school of origin when it is in the student's best interest and search for appropriate placement options within the student'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(2)(e)].

e. Inform school districts and staff of safety issues concerning students in foster care. DCYF Social Service Specialists will inform school staff of individuals who are allowed to have access to students in foster care and anyone who poses a risk of harm to the student's or school's safety.

f. Request school records and report to the court student's progress every six (6) months for students in out-of-home placements (RCW 28A.150.510).

g. Engage school staff when developing long-range education plans for students in foster care. In addition to academic progress, the education plan must address physical, emotional, and behavioral issues that impair the student's learning activities.

h. Attend meetings hosted by schools for the purpose of identifying assessments and addressing academic progress, attendance or disciplinary issues for students in foster care. Social Service Specialists will be responsible for inviting student'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 students in foster care 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;

DocuSign Envelope ID: 3A8A65D6-B352-4867-A717-4E8AB5756D5F

(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 students in foster care 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 student-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

Some students in foster care will need transportation to remain in their school of origin when it is in their best interest (RCW 28A.225.350).

If it is determined that the student's school of origin is in their best interest:

a. Collaborate with caregivers and other available resources to explore transportation options for students in foster care 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, ect.).

b. The caseworker will negotiate a transportation plan with the school district.

c. If there are excess costs because the student is commuting from outside the school or district boundaries, the school district will complete the DCYF School Transportation Shared Billing form.

d. The school district will provide the completed form electronically to the HQ Education Program.

4. Training and Meetings

a. Partner and participate with school districts to organize and develop cross-training opportunities for school districts and DCYF 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 DCYF staffing(s) regarding specific students whom school personnel have supervisory authority.

c. Attend general and student-specific meetings hosted by the student's school or school district whenever possible.

DocuSign Envelope ID: 3A8A65D6-B352-4867-A717-4E8AB5756D5F

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.

DocuSign Envelope ID: 3A8A65D6-B352-4867-A717-4E8AB5756D5F

SCHOOL DISTRICT RESPONSIBLITIES

SCHOOL DISTRICT RESPONSIBLITIES
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 DCYF notifies the school district that children have been placed in foster care (RCW 28A.225.360).

b. Identify a Foster Care Liaison at the school district level to receive notifications 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 (RCW 28A.320.148 and ESEA Sec. 112(c)(5)(A)).

c. Designate a foster care building point of contact in each school who knows which students are in foster care and what rights those students have under federal and state law (RCW 28A.320.148).

d. 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].

e. Keep students enrolled in their school of origin until a Best Interest Determination occurs when they enter foster care, change placements and during trial return home. If determined to be in their best interest to change schools, 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 llll(g)(l)(E)(iii)].

f. Notify the DCYF Social Service Specialist of fines and fees students in foster care have incurred, if any [RCW 74.13.631(2)(e)].

g. Ensure students in foster care receive free meals at school.

h. Facilitate on-time grade level progression and graduation by incorporating procedures in 28A.320.192.

i. Review unexpected or excessive absences with students who are the subject of a dependency proceeding and adults involved with the students, to include the students' caseworkers, educational liaisons, attorneys if appointed, parents or legal guardians, and foster parents or the persons providing placement for the students (RCW 28A.225.023).

j. Invite the DCYF Social Service Specialist and the caregiver to meetings held for the purpose of discussing potential assessments, academic progress, attendance, or disciplinary issues of

DocuSign Envelope ID: 3A8A65D6-B352-4867-A717-4E8AB5756D5F

individual students. Social Service Specialist may invite the student's court appointed representatives, education liaisons, advocates and parents, if appropriate.

k. Attend any case planning meetings as requested by DCYF whenever possible.

2. Information Sharing and Confidentiality

a. Transmit education records when requested by DCYF within two (2) school days in the following situations:

(1) DCYF 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. When a student in foster care attends school in one district but lives in another, **the two districts must share the responsibility and cost of transportation** to school of origin.

d. The Department of Children, Youth, and Families will reimburse school districts for half of all excess transportation costs for students in foster care (RCW 28A.225.350).

e. The school district will complete the DCYF School Transportation Shared Billing form and provide the completed form electronically to the DCYF HQ Education Program.

f. If there is a dispute between DCYF and the school district regarding transportation, the district will provide transportation while the dispute is being resolved [ESEA Section 1111(g)(1)(E)(i)].

g. 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).

h. 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

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transportation services, the school district will make every effort to collaborate with DCYF staff to reduce this barrier [ESEA Section 1112(c)(5)(B)(ii)].

4. Training and Meetings

a. Collaborate and participate with DCYF (RCW 28A.225.360) to organize and develop cross-training opportunities for school district and DCYF staff to increase knowledge and understanding of the unique social and educational needs of foster children. For the purpose of education case planning, invite DCYF Social Service Specialists to school staffing(s) for specific children.

b. Attend general and child-specific meetings, hosted by the DCYF 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.