

Protocol for Serving Children in Foster Care

Revised March 17, 2017

Washoe County Department of Social Services (WCDSS)
Washoe County School District (WCSD)

Mission Statement

By eliminating barriers to their education, WCSD & WCDSS will provide children in foster care the opportunities to achieve the same high-quality academic standards expected of all children in the community.

Many children who enter foster care are already behind academically. They often have learning or other disabilities that have not been detected and possibly carry the physical and emotional scars of abuse and neglect that brought them into foster care. Many of the foster children continue to miss school because of difficulties with school record transfer, medical appointments, and mandated court appearances. Molly Herzog, director of Project People, observed that thirty-five percent of foster youth have experienced four or more school changes and studies show each school move results in a four to six months loss of educational progress.

The purpose of this protocol is to promote educational outcomes for foster youth and applies to all children in the custody of Washoe County Department of Social Services.

Note: Nothing in this protocol shall limit any rights under the Individuals with Disabilities Education Act of a student with a disability.

Foster Youth and Education—Fast facts from national and multi-state studies¹

- Twice as likely to be absent
- Change schools 56-75% when first entering care
- Foster youth aged 17-18 had 5+ school moves
- Twice as likely to get an out-of-school suspension
- Three times as likely to be expelled
- Average reading level of 17-18-year-old foster youth: 7th grade
- Three times as likely to be in special education
- 50% of foster youth graduate on time
- Percent of foster youth who *want* to attend college: 84%
- Percent of former foster youth who attain a bachelor's degree: 2-9%

¹ Research Highlights on Education and Foster Care, January 2014

Children in Foster Care Goals

In response to the needs of children who are temporarily displaced from their home due to abuse or neglect, the WCSD and WCDSS agree to the following:

- To collaborate in a manner that supports the best interest of the children;
- To ensure that a foster child's educational, emotional, and behavioral information are conveyed mutually between personnel within the parameters of confidentiality;
- To ensure that WCSD personnel are aware of each school-aged foster child and his or her specific needs;
- To facilitate a child's school enrollment, transportation (in the student's best interest), nutrition, and health services in a timely manner;
- To coordinate services to meet the special needs of foster children; and
- To develop and implement strategies that encourages socialization and success within a caring school environment.

Note: Awaiting Foster Care/Kids Kottage will qualify for McKinney-Vento and considered Children in Transition in Nevada through 12/10/17.

Definition of Foster Care

Based on NAC 432B.017, the term "foster care" means any out-of-home placement of a child.

The term includes:

1. The placement of a child into:
 - (a) A family foster home, as that term is defined in NRS 424.013;
 - (b) A group foster home, as that term is defined in NRS 424.015; or
 - (c) Any other similar institution having the appropriate qualifications and facilities to provide the necessary and desirable degree and type of care to the child.
2. The placement of a child with a relative other than the relative who had a legal responsibility for providing a home for the child before the child was placed into the custody of the agency which provides child welfare services.
3. An independent living arrangement approved by the agency which provides child welfare services in accordance with NAC 432B.410, made by the agency which provides child welfare services for a child in the custody of the agency which provides child welfare services pursuant to NRS 127.050 or 432B.550, or for whom the agency which provides child welfare services is responsible pursuant to NRS 432B.360.

(Added to NAC by Div. of Child & Fam. Services by R221-97, eff. 6-5-98; A by R045-02, 7-23-2002)

Children in Foster Care Procedures

WCDSS social workers and WCSD foster care advocates will work together and support the following goals:

- Monitor documents and procedures for adherence to the guidelines established herein;
- Develop program goals, objectives and procedures for serving foster children's educational needs; and
- Work with foster children and school staff, in order to ease barriers to school enrollment; and
- Promote school success for foster children.

WCSD will ensure, through the director of the Intervention Department, that each school will:

- Collaborate effectively with the district foster care liaison to implement the Protocol for Serving Children in Foster Care;
- Use the UNITY tab in Infinite Campus to identify foster children;
- Ensure the inclusion of WCDSS staff in collaborative meetings and planning, when appropriate;
- Prioritize securing evaluations and educational assessments for foster youth who present adjustment, developmental, or educational issues indicating services for special needs;
- Provide school records per the Uninterrupted Scholars Act amending FERPA Jan. 14, 2013 which "(...) *permits educational agencies and institutions to disclose a student's educational records, without parental consent, to a caseworker or other representative of a State of local child welfare agency or tribal organization (...).*"

WCDSS will:

- Collaborate with the WCSD foster care liaison regarding the Protocol for Serving Children in Foster Care;
- Ensure staff participation in collaborative meetings and planning, as appropriate;
- Provide updated data weekly to WCSD to inform the UNITY Tab;
- Communicate with school staff regarding placement changes and transition needs;
- Provide schools with documents as appropriate and requested, including court orders establishing custody;

School Enrollment Procedures

Each school will comply with the following procedures for enrolling foster children without delay:

- Communication: WCDSS personnel will provide the school with the identity of the child's foster parent and any visitation restriction that might be in place. At the time a foster child is to be admitted to a school, the designated foster child advocate, homeroom teacher, counselor and nurse will be notified, and registration forms will be processed so that the child may begin school immediately.
- Attendance zone: WCSD foster children will start each school year in the school zone in which they reside. A foster child is not bound by zoning requirements if it is determined to be in the best interest of the child. A child's "*School of origin*" is defined as the school the child or youth attended when permanently housed, or the school in which the child or

youth was last enrolled...in determining best interest, WCSD, to the extent feasible, will keep children/youth in the school of origin, unless it is against the best interest of the child... Consideration will be made regarding the number of times the foster child has transferred schools and the success he has experienced in his current school. If WCDSS believes that it is in the best interest of the student to attend a school other than the student's school of origin or school last enrolled, the social worker or Educational Liaison will contact the receiving school and the school of origin, and include the WCSD foster care liaison. WCSD procedures will apply.

- Birth certificates, immunizations, and school records: WCDSS will provide all available documents to the school. The school district will assist workers in securing a foster child's school records as needed. It should be noted that upon enrollment, any student who enters kindergarten or first grade must have a birth certificate or a legal document verifying the student's age.

School Tracking

WCDSS and WCSD staff recognize that shared communication regarding a foster child's success in school is important. WCDSS staff will request student information, only as needed, and WCSD staff will facilitate the completion of said request. Selected trained, approved, and supervised employees of WCDSS will have User Rights for Infinite Campus as administered by WCSD.

Transportation

When determined to be in the *best interest* of the student by WCSD and WCDSS, a foster student whose removal has caused a move from one attendance zone to another, may attend his or her original school. The WCSD's transportation department will utilize all available resources to transport foster students. WCDSS recognizes that requests to transport foster students places a burden on the school district and WCDSS will make requests only after careful consideration and alternate planning has been thoroughly reviewed. The WCDSS Educational Liaison transmits out of zone transportation requests to WCSD Transportation Department. The WCSD and WCDSS jointly consider the "best interest of the student" as:

- (a) *The preferences of the child;*
- (b) *The educational success, stability, and achievement of the child;*
- (c) *Any individualized education program or academic plan pertaining to the child;*
- (d) *The status of the child as an English language learner;*
- (e) *The health and safety of the child;*
- (f) *The availability of necessary services to the child; and*
- (g) *The placement of the child's siblings, if any.*

Note: The WCSD and WCDSS will collect data on the outcome of said requests.

Pursuant to ESSA, WCDSS will utilize Title IV-E funds (CFDA number 93.658) as available and appropriate for the partial reimbursement of WCSD Transportation Department expenses to maintain foster students in their out of zone enrollments. Title IV-E funds are available to cover of out of zone transportation costs for foster children who meet Title IV-E eligibility criteria. The Federal funds requested will be for 50% of the eligible costs as submitted by WCSD. The offsetting 50% must be "matching" funds in the WCSD budget that are not federal funds or

utilized as matching funds for any other funding source. Due Dates: Invoice for the cost of, and back up for, out of zone transportation services for foster children needs to be received no later than the 15th of the month following the service month being billed. The amount to be reimbursed quarterly shall be based on actual costs reported monthly by WCSD to WCDSS and corresponding funds received by WCDSS. WCDSS shall absorb all administrative costs incurred through the processing of Title IV-E reimbursements to WCSD.

This shared funding agreement supports the following guidelines per the ESSA as amended June 23, 2016:

Transportation procedures must:

- Ensure that children in foster care needing transportation to the school of origin will promptly receive transportation in a cost-effective manner and in accordance with the child welfare agency's authority to use child welfare funding for school of origin transportation.
- Ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the LEA will provide transportation to the school of origin if:
 - The local child welfare agency agrees to reimburse the LEA for the cost of such transportation; or
 - the LEA agrees to pay for the cost of such transportation; or
 - the LEA and the local child welfare agency agree to share the cost of such transportation.

Nutrition Services

The free/reduced meal application must be filled out by the foster parent. The student will be directly certified if the student is in foster care and the information from the Division of Child and Family Services and Infinite Campus.

- The original free/reduced meal application will be given to the site cafeteria manager for manager approval. The cafeteria manager will add the student to a generic "Free/Reduced" lunch list in order for the student to receive immediate free meal benefits.
- The original free/reduced meal application will then be mailed to the Nutrition Services Center for processing and filing.
- Foster children from families that receive qualifying TANF (Temporary Assistance for Needy Families) benefits, food stamps or transfer students who receive free meals from their previous WCSD school are categorically eligible to receive free meals.
- Nutrition Services will provide free meals to foster kindergarten and preschool children at the school site, providing they are active registered students and have completed a free/reduced meal application.

Health Services

Every effort should be made to reduce duplication of immunizations. Dates for immunizations and boosters will be diligently sought by WCDSS staff and made available to schools in a timely

manner. WCDSS case managers will provide all available immunization information to the school for each foster child in their care.

Counseling and Personal Adjustment

Issues related to personal adjustment are the responsibility of all who come in regular contact with the foster student including the student's counselor, social worker, and teacher. To this end, WCDSS and WCSD will develop a team approach to ensure that a foster child's educational, emotional and behavioral well-being is nurtured and supported. The team may include parents, foster parents, the principal, the child's teacher, WCSD foster care liaison, counselor, school nurse, CASA, WCDSS Educational Liaison, and social worker or other professionals as deemed appropriate by the team. The team will review the student's circumstances and its effects on the child's performance in school in an effort to address issues that might prove to be barriers to the child's adjustment and school performance.

Communication and Collaboration

WCDSS and WCSD liaisons will:

- offer workshops and/or learning materials related to special needs of foster children;
- coordinate and/or attend problem-solving meetings as deemed necessary (review protocol); and
- to extent feasible and appropriate, coordinate services to meet the educational and developmental needs of foster children.

Note: Reports of the protocol will be made to the appropriate designee (e.g., Model Court).

MOU Review and Revision

WCDSS and WCSD will agree to renew the MOU via a biennial written agreement. During this process WCDSS and WCSD will review and make agreed upon changes based on program needs and changing educational related state and federal mandates that impact children in foster care.

Student Confidentiality

WCDSS and WCSD acknowledge that the WCSD has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA) and all other applicable student privacy laws. WCDSS is receiving student information in compliance with the requirements and exceptions outlined in FERPA and acknowledges the duty to comply with said law and regulations and safeguard student information, including not distributing or marketing personally identifiable student information without the written consent of the client to any third party unless required by law and maintaining strict confidentiality of all student personally identifiable information. Should the Parties discontinue this Agreement for a period of 12 consecutive months, WCDSS commits to destroy any student information received from WCSD within one year when the data is no longer needed and/or are required to retain by law, as the data is part of the students' legal WCDSS file. The Parties will also adhere to the terms of the Data Sharing MOU incorporated herein by reference.

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Washoe County School District (WCSD)

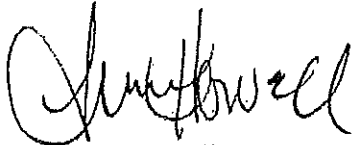
The protocol is agreed upon as written and revised on 5.9.17 by:



Traci Davis
Superintendent
Washoe County School District (WCSD)

5/17/17

DATE



Amber Howell
Director
Washoe County Department of Social Services (WCDSS)

DATE

5/9/17

**DATA SHARING MEMORANDUM OF UNDERSTANDING BETWEEN THE
WASHOE COUNTY SCHOOL DISTRICT AND WASHOE COUNTY DEPARTMENT
OF SOCIAL SERVICES**

This MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this [insert date] by and between the WASHOE COUNTY SCHOOL DISTRICT ("WCSD"), and WASHOE COUNTY DEPARTMENT OF SOCIAL SERVICES ("WCDSS") (hereinafter collectively referred to as the "PARTIES"), for the mutual sharing of student data ("shared data") subject to the following terms and conditions:

1. PURPOSE AND LEGAL AUTHORITY

The purpose of this Agreement is to establish the overarching confidentiality requirements and treatment of shared data between the Parties and to enable the Parties to share confidential student education information for educational purposes. This data sharing agreement is authorized for such purposes by, is subject to, and shall be construed in a manner consistent with relevant federal and Nevada state laws and regulations regarding data privacy and confidentiality, including but not limited to CFR Title 34, Part 99 and Title 45, Subtitle A, Subchapter A, Part 46, and others as appropriate for the Parties' official duties.

2. AUTHORIZED USERS

Only authorized users of WCSD and WCDSS shall have access to shared data. Each Party reserves the right to limit the number of authorized users to the number of authorized users that it determines is necessary to fulfill the data sharing objective, which each party acknowledges must be for legitimate educational purposes only. Each Party will designate and identify the contact person responsible for receiving the confidential information in their specific data sharing agreements. WCDSS acknowledges that the WCSD will expect WCDSS to establish methods of using shared data that minimize the number of persons having remote or other access (for allowing one person in a workgroup or department access rather than permitting access to the entire department or workgroup if unnecessary).

All authorized users shall be required to be trained in and adhere to relevant federal and Nevada state laws and regulations regarding data privacy and confidentiality, including but not limited to CFR Title 34, Part 99 and Title 45, Subtitle A, Subchapter A, Part 46, and others as appropriate for the Parties' official duties. Each Party shall also be responsible for promptly notifying the other whenever an authorized user no longer requires access to shared data and when new persons become authorized users. Use of an authorized user's access to shared data by another of WCDSS or WCSD' employees who do not have a legitimate educational interest in the student data or by any other person is prohibited and shall be grounds for the immediate termination of this Agreement.

3. USE OF SHARED DATA

Each Party agrees that it will use personally identifiable information from education records only to meet the purpose or purposes of their use of the registermyathlete.com software. Under no circumstances will individually-identifiable data be shared with entities outside WCDSS or WCSD unless the requesting agency is the original custodian of said data, there is an applicable exception, and/or consent to release data is provided by the parent or student. All identifiable data will be physically and virtually protected from breaches by way of physically securing the servers on which the data resides and utilizing technologies such as encryption and firewalls. Each Party will perform internal privacy audits and maintain compliance with all federal and state regulations regarding privacy, including but not limited to The Health Insurance Portability and Accountability Act (HIPAA), The Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Rule ("COPPA"), and Nevada Revised Statute 392.029. Each Party shall not use the shared data in any manner not permitted by appropriate governing federal and state regulations. Access to the information received by the WCDSS or WCSD pursuant to this agreement shall be limited to those with a need to access the information.

Unless otherwise agreed in subsequent data sharing agreements, each Party shall destroy all personally identifiable information from education records they obtain through any data sharing agreements when the information is no longer needed for the purposes for which the study or research was conducted. Unless otherwise agreed in writing, this destruction shall occur within one calendar year from the date the student data is no longer needed for the purposes for which the study or research was conducted.

4. WARRANTY AND INDEMNIFICATION

Each Party represents and warrants that, in receiving shared data, such data shall be used solely for purposes authorized by law. Each Party acknowledges that they enter into this Agreement in reliance upon this warranty and agree to not use shared data for any other purpose.

In providing the shared data each Party makes no representations or warranties of any kind regarding said data, including specifically but not by way of limitation, any warranty of fitness for the other's use for any purpose, or any warranty as to the quality or correctness of the shared data. Each Party shall indemnify and hold harmless the other against any suits, claims, actions, complaints or liability of any kind, including legal costs, which relate to the other Party's use of or reliance on shared data.

5. CONFIDENTIALITY SAFEGUARDS

Any shared data is confidential pursuant to appropriate state and federal regulations, including but not limited to Nevada Revised Statute 392.029, and all confidentiality requirements thereby required are hereby incorporated into and made a part of this Agreement.

Each Party agrees to establish appropriate administrative, technical and physical safeguards to safeguard the confidentiality of the shared data supplied by the other Party and to

prevent unauthorized use of or access to it. Only authorized users shall be allowed access to the shared data, and their access shall only be for the purposes authorized by law and described in this agreement.

Each Party agrees to store all shared data in a place that is physically secure from access by unauthorized persons. Additionally, each Party agrees to store and process shared data supplied in an electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the data by any means. Each Party shall undertake precautions to ensure that only authorized personnel are given access to shared data stored in computer systems. If the data is shared via access to a computer data base, each Party agrees not to store or allow its employees to store any confidential information received from the other Party on any portable storage media or peripheral device (e.g., laptops, thumb drives, hard drives, etc.) or to print out any shared data except to the extent that printed data is essential to the authorized use of shared data.

Each Party shall instruct all personnel having access to shared data about the confidentiality and security requirements affecting the shared data and shall ensure that they adhere to those requirements and procedures required under the terms of this Agreement.

Each Party shall be responsible and liable for ensuring that the confidentiality of shared data received is maintained as required under both federal and state laws, and shall indemnify and hold harmless the providing Party against any suits, claims, actions, complaints, liability of any kind, or legal costs, related to or arising from any breach of the confidentiality of shared data or the misuse of shared data. Under no circumstances shall shared data be used for any type of solicitation without the express written approval of the providing Party for that specific purpose.

Each Party agrees to fully and promptly report to the providing Party any infraction or violation of the confidentiality or security requirements set forth in this Agreement and any other data sharing agreement, and agrees to take appropriate disciplinary action against anyone found to have violated the terms of this Agreement or applicable federal or state law.

6. ADMINISTRATIVE TERM OF AGREEMENT

This Agreement shall be in effect as of the date the agreement is fully executed and shall renew automatically unless otherwise modified. All Parties are signatory to this agreement when signing. Any party signatory to this agreement may terminate participation upon thirty days' notice to all other signed parties to the Agreement. All provisions of this Agreement concerning confidentiality and restrictions on data use shall survive the expiration of this Agreement.

7. ACKNOWLEDGEMENT

By this Agreement, the Parties acknowledge that all personnel who will have access to shared data have been instructed about the confidentiality requirements of this Agreement, that they will adhere to these confidentiality requirements and procedures, and hereby agrees to report any infraction of these requirements fully and promptly.

THUS DONE AND SIGNED on the date(s) shown on the following page.

WASHOE COUNTY SCHOOL DISTRICT,
a political subdivision of the State of Nevada

BY: Traci Davis
Traci Davis, Superintendent

Dated: 5.17.17

WASHOE COUNTY DEPARTMENT OF SOCIAL SERVICES

BY: [Signature], Director
[insert name and title of agency rep]

Dated: 4.18.17