

The Richmond School District shall collaborate with the county child welfare agency in ensuring the educational stability of children in out-of-home care (foster care). “Foster care” refers to 24-hour substitute care for children placed away from their parents and guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placement in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes. To the extent required under applicable law, a child in foster care under this policy also includes children who an appropriate child welfare agency indicates are awaiting a foster care placement.

Children in foster care shall have equal access to the same free, appropriate public education as provided to other children in the Richmond School District. They shall be provided the services and have access to the programs and activities that are offered to other children attending Richmond School District schools, including educational services for which the children meet eligibility criteria (e.g., special education, Title I programming, programs and services for English Learners, gifted and talented programming, etc.), career and technical education programs, and school nutrition programs.

The building principal has primary administrative-level oversight of the services for children who are in foster care. He/she, or a qualified administrative-level designee, shall be responsible for (1) providing any required assurances to applicable state and federal agencies that the District is complying with applicable state and federal requirements related to ensuring the educational stability of children in foster care; and (2) reasonably monitoring compliance with such assurances.

The building principal or designee will be the primary liaison for the representatives of child welfare agencies who also have responsibility for ensuring the educational stability of children in foster care.

The building principal or designee for the education of children in foster care will work with administrators and other Richmond School District personnel to periodically review existing policies, procedures, practices, and data to identify and develop proposals to remedy and remove barriers that children in foster care may face in the school enrollment and admission processes, in regularly attending school, in accessing applicable support services (such as guidance counselors), in accessing academic programs, academic activities, or extracurricular activities, or in receiving appropriate credit for prior academic work.

The building principal or designee for the education of children in foster care will also:

1. Coordinate with the points of contact and other appropriate representatives of child welfare agencies and of other educational agencies on the implementation of the Title I provisions related to ensuring the educational stability of children in foster care.
2. Assist appropriate child welfare agency representatives in making “best interest of the child” education decisions, including particularly the determination of whether or not it is in a child’s best interest to remain in his/her school of origin or to enroll in a new school. As examples, the building principal or designee may (a) be involved in defining a process for making such decisions; (b) coordinate input from, or other participation by, other District staff; and (c) make, or assist in making, the District’s evaluation of the available and relevant information in a specific case. The determination of a child’s best interest in relation to school enrollment involves giving consideration to all factors relating to a child’s best interest, including but not

limited to the appropriateness of the current educational setting and the proximity of the child's placement to the school(s).

3. Facilitate the continued enrollment of a child in foster care in his/her school of origin; or, if remaining in the school of origin is determined not to be in the child's best interest, facilitate the child's immediate enrollment in a new school even if the child is unable to produce records normally required for enrollment.
4. Request, facilitate, and confirm, as applicable, the timely transfer of student records any time a child in foster care will be enrolling in a school (within or outside of the District) other than the school the child is currently attending (or most recently attended).
5. Coordinate the implementation of local transportation procedures related to children in foster care and the resolution of any transportation cost disputes, in consultation with the District Administrator and in accordance with established procedures.
6. Facilitate the sharing of student record information with child welfare agency personnel in a manner that is consistent with applicable legal requirements, any applicable record sharing agreements, and established District policies and procedures regarding the maintenance and confidentiality of student records.
7. Have shared responsibility for ensuring that children in foster care attending schools in the District have access to and receive the educational services and supports and specialized programming for which they are eligible.
8. Assist, as needed, with addressing concerns that may arise regarding the regular school attendance of a child in foster care.
9. Collaborate with other District staff and, if appropriate, with child welfare agency representatives, to assist children in foster care with their educational transitions (e.g., from early childhood education to elementary school, elementary school to middle school/junior high school, middle/junior high school to high school, and from high school to post-secondary options).
10. Coordinate professional development activities and resources and serve as a local resource, as needed, for other District staff related to the Title I provisions and the educational needs of children in foster care.
11. Working with administrators and other District staff as needed, coordinate the collection and appropriate reporting of any data that is needed to meet the established legal requirements related to children in foster in care.

When such transportation is required by federal law and when Richmond School District is the particular child's school of origin, the District's procedures addressing the transportation of children in foster care to their schools of origin are included in the administrative procedures.

## **Legal References:**

### **Wisconsin Statutes** [Section 48.38\(4\)](#)

[requirements of what must be included in child placed in out-of-home care's permanency (case) plan, including information about the child's education and school placement]

- [Section 48.383](#) [reasonable and prudent parent standard; authorizes foster parents and other out-of-home caregivers to consent to a child’s participation in extracurricular and other designated activities]
- [Section 48.64\(1r\)](#) [child welfare agency notification of placement of school-age child in foster care]
- [Section 48.78](#) [confidentiality of records maintained by child welfare agencies; includes a provision allowing for the confidential exchange of information between the agency and a public school consistent with [section 938.78](#) of the state statutes]
- [Section 115.298\(1\)\(b\)](#) [school board authority to enter into memorandum of understanding with a county department of social services/human services or tribal organization to disclose information contained in student records under [section 118.125\(2\)\(q\)](#) of the state statutes when the parent/guardian of a student or an adult student does not grant permission for disclosure]
- [Section 118.125\(2\)\(q\)](#) [access to student records by caseworker, county departments of social services/human services and tribal organizations if legally responsible for care and protection of the student and authorized to have access to the student’s case plan]
- [Section 938.78](#) [confidentiality of records maintained by a child welfare agency; includes authority to enter into interagency agreement with a school board for the confidential exchange of information regarding an individual in the care or legal custody of the agency]

**Federal Laws**

Title I, Part A of the Elementary and Secondary Education Act [[20 U.S.C. §6311\(g\)\(1\)E](#) and [§6312\(c\)\(5\)](#) - educational agency requirements related to ensuring the educational stability of children in foster care]

Title IV of the Social Security Act [[42 U.S.C. §671\(a\)\(10\)](#) and [§ 675\(1\)\(G\)](#) - child welfare agency requirements related to supporting normalcy for children in foster care and ensuring the educational stability of children in foster care]

**Adoption Date:** 4/24/17

This Memorandum of Understanding is made by and between the (“County Department”) and the School Board of the Richmond School District, located at N56 W26530 Richmond Road. Sussex, WI 53089

Each signatory to this Memorandum of Understanding is referred to as a “Party”, and collectively as the “Parties.”

WHEREAS the federal Family Educational Rights and Privacy Act (FERPA) and sections 115.298 and 118.125(2)(q) of the state statutes allow and encourage state and local education and child welfare agencies to take certain steps to strengthen information sharing and collaboration, thereby helping ensure the educational stability and success in school of children in foster care; and

WHEREAS state law authorizes school boards to enter into a memorandum of understanding with any county child welfare department or any qualifying tribal organization that addresses the school Richmond School District’s disclosure, without parental consent, of certain student records under certain conditions and restrictions; and

WHEREAS, the undersigned desire to enter into such a memorandum of understanding;

NOW, in consideration of the following mutual promises and covenants, the Parties agree as follows:

1. The “student records” addressed by this Memorandum of Understanding are those personally-identifiable education records that, with certain exceptions, the Richmond School District and its officials, employees, and agents must maintain in a confidential manner and protect from improper disclosure pursuant to section 118.125 of the state statutes and pursuant to FERPA. Such records generally include, but are not limited to, a student’s progress records and behavior records, as defined within section 118.125 and Richmond School District policy/procedures.
2. Pursuant to sections 115.298(1)(b) and 118.125(2)(q) of the state statutes, the Richmond School District and its authorized officials, employees, agents may disclose, without parental consent, student records that are pertinent to addressing the student’s educational needs to one or more representatives (such as a caseworker) of the County Department, provided that the County Department is legally responsible for the care and protection of the student and that the County Department has authorized the applicable representative(s) to access the student’s case plan.
3. The County Department and its representatives will not redisclose any of the student records disclosed to them pursuant to this Memorandum of Understanding, except as expressly authorized under sections 115.298(2) and 118.125(2)(q) of the state statutes and FERPA.
4. This Memorandum of Understanding addresses only the discretionary disclosure of student records under sections 115.298(1)(b) and 118.125(2)(q) of the state statutes and under the related confidentiality exception found in FERPA. If the County Department or any of its representatives asserts a right to access student records under separate legal authority (e.g., pursuant to written parent consent or court order), the County Department or its representative will identify that separate authority to the appropriate Richmond School District official(s), and this Memorandum of Understanding will not apply.
5. The intent of the parties is to work collaboratively and to also avoid creating unnecessary burdens. In some situations, the disclosure of student record information under this Memorandum may occur verbally, but would still be considered a disclosure. When the County Department or any of its authorized representatives initiates a request for access to student records or student record information under this Memorandum of Understanding:
  - a. Such requests shall normally be submitted in writing to the attention of the appropriate building principal or Richmond School District Administrator.
  - b. The requestor will make reasonable efforts to identify the requested records (e.g., by type, topic, and timeframe), to not make overly-broad requests, and to give reasonable advance notice of their request that allows the Richmond School District sufficient time to verify, assess, and respond to the request in the ordinary course of Richmond School District operations.
  - c. The Richmond School District reserves the authority and discretion to require the requestor to certify, or to otherwise confirm, that that the County Department is legally responsible for the care and protection of the student, that the County Department has authorized the applicable representative(s) to access the student’s case plan, and that the records being requested are pertinent to addressing the student’s educational needs.
  - d. The Richmond School District reserves the authority and discretion to seek further clarification related to such a request, to prioritize the identification and provision of certain records or student record information, and to deny such a request in whole or in part.
6. If the County Department or any of its representatives has questions or concerns about this Memorandum of Understanding, the mutual administration of this Memorandum, or student records generally, the most appropriate Richmond School District representative to contact is Richmond School District Administrator.

7. If the Richmond School District or any of its representatives has questions or concerns about this Memorandum of Understanding, the mutual administration of this Memorandum, or the department's role and responsibility for any child, the most appropriate representative of the County Department.
8. No less frequently than semi-annually, the Richmond School District may invoice the County Department for up to one-half of any actual location and copying costs incurred by the Richmond School District when responding to requests initiated by a representative of the County Department under this Memorandum of Understanding.
9. Either Party may terminate this Memorandum of Understanding by providing written notice to the other Party.

By signing below, the person represents that he/she is a duly-authorized representative of the respective Party who has the authority to execute this Memorandum of Understanding on behalf of such Party:

**For the School Richmond School District:**

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Title] [Date]

\_\_\_\_\_  
[Signature]

This MOU was approved by a motion of the School Board on \_\_\_\_\_ (date)

OR

I am authorized by the School Board to approve and execute this MOU on the Board's behalf.

**For the County Department:**

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Title] [Date]

\_\_\_\_\_  
[Signature]