

Book	School Board Policies
Section	PRG Series 400: Students
Title	Policy
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ENSURING THE EDUCATIONAL STABILITY OF CHILDCARE IN OUT-OF-HOME CARE (FOSTER CARE)

The District shall collaborate with the county child welfare agency *[and tribal child welfare agency as applicable]* 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 District. They shall be provided the services and have access to the programs and activities that are offered to other children attending 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 District Administrator has primary administrative-level oversight of the District’s 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 District Administrator shall designate a staff member who shall serve as the District’s primary point of contact for the education of children in foster care. The District’s designated point of contact 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 District’s point of contact for the education of children in foster care will work with administrators and other 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 District’s point of contact 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 District’s point of contact 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. For a child in foster care who is a high school student and who is newly enrolled in high school in the District, ensure that the child meets with a high school guidance counselor to review previous course work and the awarding of credit for such course work, review credits needed for graduation, and review the options available to the child for meeting the graduation requirements.

Legal

Wisconsin Statutes Section 938.78

Wisconsin Statutes Section 118.125(2)(q)

Wisconsin Statutes Section 115.298(1)(b)

Wisconsin Statutes Section 48.78

Wisconsin Statutes Section 48.64(1r)

Wisconsin Statutes Section 48.383

Wisconsin Statutes Section 48.38(4)

Book	Administrative Rules
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**PROCEDURES FOR PROVIDING TRANSPORTATION FOR CHILDREN IN OUT-OF-HOME CARE (FOSTER CARE)
ADMINISTRATIVE RULE**

The District recognizes that in the absence of any separate state or federal transportation obligation that may apply in a specific situation, the federal law related to the educational stability of children in foster care establishes transportation-related obligations that are shared among the school district of residence, the school district of attendance (if different), and the applicable child welfare agencies.

When a child in foster care who resides in the District may require transportation to a school of origin that is located outside of the District, a representative of the relevant child welfare agency, a representative of the school of origin, or the child's agency-designated foster parent or adult caregiver should notify the District as soon as practicable if there is a need to involve the District in the transportation planning process. Notice may be given in writing or verbally directly to the District's designated point of contact for the education of children in foster care, or in writing to the applicable building principal. Upon receiving notice, the District's designated point of contact for the education of children in foster care, or his/her designee, will participate in the transportation planning process for the child. Subject to any written agreements with the other agencies that are involved in the transportation planning, the District shall seek the development of a written transportation plan that includes substantially the same provisions and approvals as the plans that the District pursues when the child's school of origin is located in the District (see below).

When a child in foster care is entitled to transportation to the child's school of origin and the school of origin is a District school, the District's procedures for arranging such transportation are as follows:

A. Transportation Planning

1. A representative of the relevant child welfare agency or the child's agency-designated foster parent or adult caregiver should give clear notice to the District, as soon as practicable, that a child in foster care needs, or may need, transportation to a District school that is the child's school of origin. Such notice may be given in writing or verbally directly to the District's designated point of contact for the education of children in foster care, or in writing to the applicable building principal.
2. After the District receives notice of a new or pending foster care placement for which a District school would be considered the child's school of origin and for which the child needs or may need transportation, the District will promptly begin the process of establishing an individualized transportation plan. The transportation plan for the child shall be established in consultation with appropriate District staff, appropriate representatives of the child welfare agency (such as the child's caseworker), representatives of any separate resident school district (if applicable), and may also include obtaining input from others who may be involved in education or other decision-making for the child, such as the foster parent or other designated caregiver.
3. The transportation plan for the child will normally be in writing and will normally include the following information:
 - a. A transportation strategy for providing transportation to and from the school of origin on school days, inclusive of identifying:
 - the mode(s) or method(s) of transportation,
 - the person or entity responsible for providing the transportation, and
 - if applicable, the person or entity who is responsible for making any specific arrangements that are necessary to the implementation of any method or mode of transportation.
 - b. To the extent applicable, a description of how the child's school-related transportation will be funded, particularly when the planned transportation involves additional costs as defined under applicable laws and regulations.
 - c. Identification of any further approvals that must be obtained or any contracts or intergovernmental agreements that must be executed in order to implement the transportation plan (e.g., for purposes of funding).

- d. A communication protocol that the District, representatives of the applicable child welfare agency, and other relevant persons (such as the child's foster parent) will use in order to:
- address any questions or concerns that arise with the transportation plan (including considering possible adjustments to the child's transportation plan),
 - communicate to the District, as soon as possible, any relevant changes in the child's out-of-home placement that are relevant to the transportation plan, including prompt communication to the District from the child welfare agency who is responsible for the child's care and placement that there is a likely or imminent change in the child's status as a child who is in an out-of-home placement (e.g., that the child will be exiting foster care).

B. Transportation Strategies

Applicable federal law requires procedures to ensure that children in foster care who need transportation to the school of origin promptly receive that transportation, and to ensure that such transportation is arranged and provided in a cost-effective manner that is reasonable under the specific circumstances.

Possible methods of transportation, the reliability, safety, distance, and overall commuting time associated with possible methods, and the effect that particular transportation arrangements may have on the child's education and well-being are factors that are relevant to consider for purposes of both the educational placement decision (i.e., whether the student should attend his/her school of origin) and in preparing a transportation plan for a child who is placed at his/her school of origin.

The cost of transportation may not be considered when determining which school enrollment is in a child's best interest, but the cost and funding of different possible methods of transportation are relevant in arranging a transportation plan for a child who is placed at his/her school of origin.

C. Funding for Providing Transportation if Additional Costs Are Involved

If the transportation plan for a child in foster care involves additional costs, as defined/allowed under applicable state and federal laws and regulations, the plan will identify the means by which the child's transportation will be funded.

When the District is involved in preparing a transportation plan under these procedures, the *[insert relevant position title]*, or his/her designee shall, upon request, identify an average transportation cost per student any time the participants in the planning process are considering a transportation option that is likely to involve qualifying additional costs.

Except to the extent that any law or regulation is enacted that provides specific and over-riding funding directives, the District will attempt to pursue, and may expressly agree with one or more child welfare agencies to mutually implement, the following priorities and options for funding any additional transportation costs:

1. Unless both the District and the applicable child welfare agency mutually agree that an alternative funding approach is more appropriate to the specific circumstances, the District and agency will first prioritize any funding sources that represent additional aid/funding that would not otherwise be available to use for other purposes if transportation to the school of origin involving additional costs were not being provided for a child. That is, additional funding means an amount of money that the District or agency would not otherwise be entitled to receive and to use for another qualified purpose if the child were not being provided with the transportation in question.
2. If the available additional aid and funding does not sufficiently address the funding of any additional costs of transportation, then the District and each applicable child welfare agency will evaluate and attempt to reach agreement on a means of funding the child's school transportation plan using other strategies and sources of funds.

D. Disputes Related to the Transportation of a Child in Foster Care

Except to the extent that any law or regulation is enacted that provides any over-riding dispute resolution directives or procedures, if there is disagreement between or among the parties that are involved in determining the method of transportation to the child's school of origin and/or the funding of any additional costs associated with providing such transportation, the District will attempt to pursue, and may expressly agree with one or more child welfare agencies to mutually implement, the following dispute resolution procedures:

1. A meeting will be scheduled that involves the chief administrative officer (or a qualified and knowledgeable senior-level designee) of each applicable school district and child welfare agency. The parties will attempt to self-mediate the dispute. By mutual agreement, the parties may involve a third party to act as neutral mediator in this process.
2. If the attempt to self-mediate is unsuccessful, or if all relevant parties mutually agree to proceed directly to this step, the parties will attempt to utilize any dispute-resolution process that may be offered by a state-level agency for this purpose (e.g., by the Department

of Public Instruction and/or the Wisconsin Department of Children and Families).

3. If the dispute is not resolved after attempting the dispute-resolution methods listed above (to the extent available), then the parties may pursue any other mutually-agreeable means of resolving the dispute, or, in the absence of such agreement, any party may take such additional steps as are deemed necessary to protect its interests and achieve a resolution to the dispute.

Interim Methods of Transportation. In the event of a dispute regarding the method of transportation that will be used to transport a child to his/her school of origin, the District will attempt to identify and make a good-faith effort to arrange for the implementation of a short-term (interim) transportation strategy that will be used for a defined period of time so that the child can promptly receive transportation to the school of origin.

Interim Funding of Transportation. In the event of a dispute between the District and one or more other educational or child welfare agencies regarding the amount of or the means of funding additional costs of transportation to a child's school of origin that is located within the District, the District and any such agency will attempt to define a mutually-agreed-upon, interim funding arrangement that will be implemented for a defined period of time so that the child can promptly receive transportation to the school of origin. In the absence of a voluntary interim funding arrangement, and in order to promptly provide transportation while a dispute is pending, the District will attempt to pursue, and may have an express agreement with one or more child welfare agencies to mutually implement, a default interim funding arrangement under which the District will pay for the disputed additional costs of transportation on an interim basis until the funding dispute is resolved if the child's school transportation occurs solely within the boundaries of the District, and (2) the child welfare agency that is responsible for the placement and care of the child will pay for the disputed additional costs of transportation on an interim basis until the funding dispute is resolved if the transportation is to/from any location(s) outside of the boundaries of the District.

The final resolution of a funding dispute may require the full or partial reimbursement of funds that were expended under an interim arrangement for the payment of the costs of additional transportation during the pendency of a funding dispute.

To the extent the procedures above conflict with any specific written agreement that the District reaches with a child welfare agency or other party, the specific written agreement shall govern the interactions involving the District and such agency or other party.

Book	School Board Policies
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**MEMORANDUM OF UNDERSTANDING FOR RECORD SHARING BETWEEN THE DISTRICT AND CHILD WELFARE AGENCY
REGARDING CHILDREN IN OUT-OF-HOME CARE (FOSTER CARE)**

This Memorandum of Understanding is made by and between the Polk County Department of Children and Families, located at 100 Polk County Plaza, Balsam Lake, WI 54810, and the School Board of the Frederic School District, located at 1437 Clam Falls Drive, Frederic, WI 54837.

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 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 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 District policy/procedures.
2. Pursuant to sections 115.298(1)(b) and 118.125(2)(q) of the state statutes, the 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 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.
 - 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 District sufficient time to verify, assess, and

respond to the request in the ordinary course of District operations.

- c. The 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 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 District representative to contact is District Administrator.
7. If the 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 to contact is Leigh Wahlen.
8. No less frequently than semi-annually, the District may invoice the County Department for up to one-half of any actual location and copying costs incurred by the 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 District:

For the County Department:

[Print Name]

[Print Name]

[Title] [Date]

[Title] [Date]

[Signature]

[Signature]

This MOU was approved by a motion of the School Board on [insert date].

OR

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