

## **APPENDIX A**

### **MODEL MEMORANDUM OF AGREEMENT BETWEEN THE DISTRICT OF COLUMBIA CHILD AND FAMILY SERVICES AGENCY AND**

**INSERT LOCAL EDUCATION AGENCY NAME**

### **THE IMPLEMENTATION OF THE ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA) PROVISIONS REGARDING EDUCATIONAL STABILITY FOR CHILDREN IN FOSTER CARE FISCAL YEAR \_\_\_\_**

#### **I. INTRODUCTION**

The **LEA NAME** (hereafter referred to as “LEA”) and the District of Columbia Child and Family Services Agency (hereafter referred to as “CFSA”), collectively referred to as the “Parties”, enter into this memorandum of agreement (“MOA”) for the purpose of establishing a collaborative partnership to ensure the implementation of the Elementary and Secondary Education Act (“ESEA”), as amended by the Every Student Succeeds Act (“ESSA”) provisions regarding educational stability for children and youth in foster care.

#### **II. AUTHORITY OF MOA**

ESEA, reauthorized by ESSA, enacted Dec. 10, 2015 (Public Law 114-95; 20 USC §§6311 *et seq.*), as amended.

#### **III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

CFSA is the child welfare agency for the District of Columbia (“District”), which is responsible for protecting child victims and children at risk of abuse or neglect. CFSA’s duties include, among other things, investigating abuse or neglect reports, assessing and treating children and families within its care, and providing child protective services, foster care services, and post-permanency services. See D.C. Code §§ 4-1303.01a, 4-1303.03. In executing its duties and responsibilities, CFSA may place children or youth in temporary settings outside the District. During such placement, children or youth may be enrolled in a school in that jurisdiction but the child or youth remains a District resident.

The LEA is an educational institution at the local level that exists primarily to operate a publicly funded school or schools providing elementary or secondary education in the District, including the District public schools and all District public charter schools.

The Parties have a common and concurrent interest in working cooperatively to ensure the effective implementation of the requirements set forth in the ESEA, specifically as it pertains to the provisions regarding educational stability for children and youth in foster care.

#### **IV. APPLICABILITY**

- A. This MOA applies to children who are in the care and custody of CFSA and placed in foster care including placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes. It also applies to children who exit foster care when permanency has been achieved prior to the end of the academic year.
- B. Unless specified herein, this MOA is in no way intended to modify the responsibilities or authority delegated to the Parties under federal or District of Columbia law.

**V. PROGRAMMATIC OBLIGATIONS AND RESPONSIBILITIES OF CFSA AND THE LEA**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOA expeditiously, the Parties hereby agree as follows:

**A. Coordination**

The Parties agree to establish, maintain and implement policies and procedures to ensure coordination and timely and appropriate delivery of services in accordance with each Party's authority and responsibilities as defined in this MOA.

**B. Points of Contact**

1. CFSA will designate an employee as a point of contact ("POC") who will be responsible for coordinating and implementing the requirements of this MOA. This employee will serve as the CFSA POC under ESEA in regards to educational stability for children in foster care. By Aug. 15 each year CFSA will, in writing, inform the LEA of its POC. Should the POC change, CFSA will notify the LEA within five (5) business days.
2. LEA will designate an employee who will be responsible for coordinating and implementing the requirements in this agreement. This employee will serve as the LEA POC under ESEA in regards to educational stability for children in foster care. By Aug. 15 each year, the LEA will, in writing, inform CFSA of its POC. Should the POC change, LEA will notify CFSA within five business days.

**C. School Stability Best Interest Determination**

CFSA and the LEA will collaborate to keep children in their school of origin, unless it is determined that remaining in the school of origin is not in that child's best interest.

**D. Process for Making Best Interest Determinations**

In accordance with the law, CFSA will make a best interest determination whenever a child is initially placed in foster care and subsequent to any change in the child's foster placement. The determination will be made in consultation with other relevant parties to the case, including relevant staff at the LEA serving as the child's school of origin. CFSA will consider information from the LEA concerning how well the child is or is not benefitting from the academic program and services at the school in making the best interest determination. CFSA will also consider a range of other factors that may bear

on the child's educational and social well-being, including the child's attachment to the school, the child's permanency plan, the availability and quality of the services in the school and their ability to meet the child's educational and socio-emotional needs, how the length of any commute to the school of origin would impact the child, the time remaining in the semester and school year and how a move would impact the student's credit acquisition, promotion, or graduation; and the influence of the school climate on the child, including safety.

#### **E. Notification to LEA of Best Interest Determination**

Once CFSA has made the best interest determination and school placement decision, the social worker will ensure that the LEA and all other relevant parties are notified of the decision within 24 hours. This notice will trigger the need for the LEA and CFSA to collaborate under the terms and procedures outlined in this agreement to establish the most cost-effective transportation procedures available for the student.

#### **F. Best Interest Determination Review**

CFSA shall ensure that the best interest determination and school stability plan for the student is reviewed at least every six months and more often as appropriate. CFSA will inform the LEA of the best interest decision and any corresponding changes to the child's school placement that ensues, within 24 hours of the decision being made.

#### **G. Resolution of Disputes Regarding the Best Interest Determination**

If the LEA and CFSA do not agree regarding what is in the best interest of the child, CFSA will be considered the final decision maker in making the best interest determination.

#### **H. School Enrollment Responsibility**

1. If it is determined to be in the child's best interest to enroll in a new school, CFSA or the child's foster parent(s) or birth parent(s) will promptly complete all the paperwork to withdraw the child from the prior school, or school of origin, and go to the new school to request that the child be enrolled and permitted to start attending the school immediately.
2. If CFSA or the child's parents do not have all the documentation or records that are normally required to enroll in school, the LEA must permit the child to enroll and start at the school without such documentation to avoid any gaps in the child's school attendance.

#### **I. School Records Transfer**

CFSA shall provide the enrolling school with any prior school records that it has already obtained. The LEA must immediately contact the student's prior school to request copies of any relevant records that are missing and expedite efforts to access those records.

#### **J. Transportation Determination & Transportation Plan**

The LEA and CFSA shall jointly complete a student-level transportation agreement for every youth who requires school stability transportation services in order to get to and from their school of origin. That transportation agreement must identify all the resources, including no-cost and low cost options such as public transportation, foster parent or other family members who may be willing and able to transport the child to school, special education services if the student is eligible, and any other public or private transportation resources either agency has at their disposal to provide transportation to the student. Upon identifying those resources, the CFSA POC and the LEA POC must weigh the options identified to determine which mode of transportation is most immediately available, cost-effective and appropriate to meet the child's needs given their developmental age and individual capacity. Once the POCs decide on the transportation resource to be used, the mode of transportation, a target date by which that transportation will start, and any additional steps that need to be taken to put the transportation services in place (i.e., arranging travel training, submitting referral requests, etc.) must be documented in the transportation agreement. The plan should include specification of any interim transportation services that are needed until such time as the permanent transportation plans can be started.

#### **K. Duration of Transportation Services**

The LEA and CFSA agree that the transportation services shall continue through the end of the current academic year and for the duration of the child's time in foster care, unless CFSA notifies the LEA that the best interest determination and maintenance of the child in the school of origin needs to change.

#### **L. Payment of Additional Costs for Transportation**

1. If there are additional costs associated with the agreed upon mode of transportation, the LEA and CFSA agree to adhere to the following guidelines and procedures:
  - a. The LEA and CFSA will assess whether the child's transportation expenses may be covered by other state or local funds;
  - b. If the student is eligible for Title IV-E funds, CFSA will seek reimbursement for the allowable portion of those transportation costs.
2. If the remaining costs cannot be addressed through cost-effective solutions, one of the following options must be implemented:
  - a. If CFSA pays the transportation costs for a student who is not entitled to any other form of cost-effective transportation (i.e., special education transportation), the LEA must reimburse CFSA for at least a quarter (or 25 percent) of the transportation cost.
  - b. If CFSA pays the transportation costs for a student who qualifies for transportation services on their Individual Education Program (IEP) on an interim basis, until such time as a new bus route can be established for the

student based on their change of address, the LEA will reimburse CFSA for the full-cost of those transportation services.

- c. The LEA shall transfer any reimbursement of transportation costs indicated in Section (V)(L)(2)(a) and (b) of this MOA, in accordance with the terms finalized by written agreement between the Parties, not later than May 31 of each school year.

#### **M. Resolution of Disputes Regarding Mode of Transportation or Funding**

If an agreement cannot be reached regarding how to pay for any additional costs of transportation, the LEA must contact OSSE and OSSE will review the information included in the student-level transportation agreement within one business day. OSSE will provide a written decision to all involved parties regarding what resource will be used to provide the transportation, how the costs will be paid for and an explanation as to how that decision was made, within two business days of being notified of the dispute.

#### **N. Provision of Transportation Services to Maintain School Stability Once a Child Exits Foster Care**

The LEA agrees to provide, arrange and pay the cost of transportation for the child to remain in their school of origin through the end of the academic year if the child exits foster care and achieves permanency in the middle of the academic year.

### **VI. DURATION OF MOA**

The period of this MOA shall be from the date of execution through Sept. 30, 2017. This MOA shall renew automatically on October 1 of each subsequent fiscal year unless terminated in writing by the Parties pursuant to Section VIII of this MOA.

### **VII. AMENDMENTS AND MODIFICATIONS**

The terms and conditions of this MOA may be amended or modified only upon prior written agreement by the Parties. Any modification or amendment of this MOA shall be valid only when reduced to writing, duly signed, and attached to the original MOA. A Party may initiate discussions regarding modification to this MOA by giving thirty (30) days' notice in advance of the proposed modifications.

### **VIII. TERMINATION**

Either Party may terminate this MOA at a date prior to the renewal date specified in the MOA by giving the other Party at least sixty (60) days written notice. The MOA shall terminate on the date specified in the written notice, and the liabilities of the Parties hereunder for further performance of the terms of the MOA shall cease, but the Parties shall not be released from the duty to perform the MOA up to the date of termination.

### **IX. RESPONSIBILITY FOR THE ACTS OF THE PARTIES**

- A. The Parties to this MOA are cooperating District government entities and private entities. No employee or agent of any entity shall be deemed to be an employee or agent of another entity and shall have no authority, expressed or implied, to bind any other entity except as expressly set forth in the MOA. Each entity shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the course of this MOA.
- B. This MOA shall not be construed to create any rights, substantive or procedural, enforceable at law by any person in any judicial or administrative matter. This MOA is made for the benefit of the parties hereto and not for the benefit of a third party.

**X. NOTICE OF CLAIMS AND LAWSUITS**

Each Party shall promptly inform the other Party of any information related to the provision of services under this MOA that could reasonably lead to a claim, demand, or liability against the other Party by a third party. Any Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other party shall deliver to the other parties, within five days of service of process, a copy of any pleading relating to such lawsuit.

**XI. CONSISTENT WITH LAW**

The Parties shall comply with all applicable laws, rules and regulations whether now in effect of hereafter enacted or promulgated.

**XII. CONFIDENTIAL INFORMATION**

The Parties to this MOA will use, restrict, safeguard and dispose of all information related to or provided under this MOA in accordance with all relevant federal and local statutes, regulations, and policies. Any unlawful use or disclosure of information related to the services provided under this MOA shall be subject to penalties outlined in the Data-Sharing and Information Coordination Amendment Act of 2010, effective Dec. 4, 2010 (D.C. Law 18-273; D.C. Official Code § 7-241) and its implementing regulations at 29 DCMR 3000, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), approved Aug. 21, 1996 (P.L. 104-191, 42 USC 1320d), as amended, and its corresponding regulations at 45 CFR Parts 160, 162, and 164, and any other applicable District and Federal laws.

**XIII. SEVERABILITY**

In case any provision in or obligation under this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby.

**XIV. EFFECTIVE DATE**

This MOA shall be effective upon the last date of execution by signatories below.

IN WITNESS THEREOF, The Parties have executed this MOA as follows:

**LEA NAME**

\_\_\_\_\_  
NAME/ TITLE

\_\_\_\_\_  
Date

**DC Child and Family Services Agency**

\_\_\_\_\_  
NAME  
Agency Director or Designee

\_\_\_\_\_  
Date