# MEMORANDUM OF UNDERSTANDING

**Between Local Educational Agency (LEA) \_\_\_\_\_\_\_\_\_\_\_\_**  **and**

**Department of Social Services Agency (DSS) \_\_\_\_\_\_ County**

*This Memorandum of Understanding (MOU)addresses information sharing, collaboration, and transportation-related provisions in accordance with the Every Student Succeeds Act (ESSA), Titles IV-B and IV-E of the Social Security Act, and the 2008 Fostering Connections Act to ensure the educational stability of children and youth in foster care. Additional policies/protocols may be developed to address the unique needs of the LEA and DSS, as needed.*

# Joint Responsibilities:

* DSS and LEAs each bring valuable perspectives to the Best Interest Determination (BID) process which focuses on the educational stability and success of students in foster care.
* The LEA and DSS agree to collaborate to establish or update formal mechanisms to ensure that the LEA is promptly notified when a child enters foster care or changes foster care placements.
* The LEA and DSS agree to collaborate to jointly design a comprehensive transportation plan to ensure that transportation for children in foster care is provided, arranged, and funded.
* Both parties agree that under no circumstances shall a transportation dispute between parties delay or interrupt the provision of transportation for a child to the school of origin.
* Both parties agree to communicate regularly and share leadership responsibilities at the local level to ensure that available resources for transportation are utilized in the most effective manner.
* Both parties agree that transportation must be provided in a “cost-effective” manner so low-cost/no-cost options should be explored (e.g., pre-existing bus stops or public transportation, foster parents provide transportation, transportation by other programs if the child is eligible).
* Both parties agree to maintain confidentiality of information regarding children and families being served, in accordance with the Family Education Rights and Privacy Act (FERPA), and all other state and federal laws and regulations.
* Both parties understand that all federal, state, and local funding sources should be maximized to ensure transportation costs are not unduly burdensome on one agency.

# Under this agreement, the LEA will:

* Establish a Foster Care Point of Contact (POC) to ensure educational stability requirements defined by the Every Student Succeeds Act (ESSA).
* Share the Foster Care POC’s contact information with the county Department of Social Services and the North Carolina Department of Public Instruction.
* Review policies and practices to identify and remove barriers to immediate enrollment and records transfers.
* Provide foster care-related information and training to the district and schools, ensuring that relevant instructional and administrative school staff understand their responsibilities and the needs of children in foster care.
* Attend BID meetings to provide relevant educational information for children in foster care.
* Ensure that transportation is provided to children in foster care, adhering to the collaboratively designed transportation plan, even if the LEA does not transport other students.
* Acknowledge that Title I is an allowable funding source for additional transportation costs, although funds reserved for comparable services for homeless children and youth may not be used for transportation for children in foster care.
* Inform the DSS agency whether Title I funds are available to support additional transportation costs for children in foster care to maintain enrollment in their school of origin.
* Agree, if applicable, to support additional transportation costs for eligible foster care youth utilizing funds made available within Title I.
* Understand that if there are additional costs in providing transportation for children in foster care to remain in his or her school of origin, the LEA will provide such transportation if (1) the county DSS agency agrees to reimburse the LEA for the cost of transportation; (2) the LEA agrees to pay for the additional costs; or (3) the LEA and county DSS agency agree to share the costs.
* Agree that a child must remain in his/her school of origin while any disputes are being resolved.
* Agree to provide or arrange for adequate and appropriate transportation to and from the school of origin while any disputes are being resolved.

## Under this agreement, DSS will:

# Identify all children in foster care enrolled in the LEA and regularly provide that information to the LEA POC.

# Inform the LEA of children in foster care who may need transportation to maintain enrollment in their school of origin.

# Immediately inform the school of origin and LEA POC of children in foster care who experience a change of foster care placement.

# Provide the completed Verification of Custody Letter (DSS 5760) to the LEA POC within one day of foster care placement.

# Provide the completed Notification of Placement form (DSS 5133) to the school and LEA POC within one day of foster care placement (or foster care placement change). Delivery of the Notification of Placement form may be made by either DSS or the foster care placement provider. The Notification of Placement form will serve to:

# Alert the LEA that the child has entered foster care or had a foster care placement change;

# Request the child’s comprehensive education records pursuant to the Uninterrupted Scholars Act; and

# Initiate scheduling a BID meeting if it did not occur prior to the foster care placement or placement change.

* Schedule the BID meeting within 5 days of a child entering foster care or of the placement change and communicate with the LEA/LEAs regarding the BID meeting and document it on the Best Interest Determination form (DSS 5137).
* Schedule an Educational Services meeting within 30 days of the child’s placement when the child’s foster care placement is (a) within the existing transportation system for the current school he/she attends, and (b) there is no intent to change the child’s school assignment.
* If applicable, support transportation costs for eligible foster care youth utilizing funds made available within the county’s child welfare budget under Section 475(4)(A) of Title IV-E of the Social Security Act.
* Inform the LEA/school of origin whether Title IV-E funds are available to support additional transportation costs for children in foster care to maintain enrollment in their school of origin.
* Assist the LEA/school of origin in exploring the full range of options for providing and funding transportation to maintain a child in his or her school of origin, consistent with the child’s educational stability plan.
* Coordinate with the LEA regarding data sharing for children in foster care, consistent with the Federal Educational Records Privacy Act (FERPA) and the confidentiality of information provisions in the IDEA

# Updates and Revisions:

Best practice recommends that this MOU is reviewed annually. Updates and revisions to this MOU should be made as needed. Any updates or revisions to the MOU must be submitted to LJ Von Dohlen, Coordinator for the Education of Children and Youth in Foster Care, at [lisa.vondohlen@dpi.nc.gov](mailto:lisa.vondohlen@dpi.nc.gov).

Review date/time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Department of Social Services Representative:

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| Address: |  |
| Phone: |  |
| Email: |  |
| Signature: |  |
| Date: |  |

# Local Education Agency Representative:

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| Name: |  |
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# Other Representative:

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