

HOUSTON COUNTY SCHOOLS

Foster Care Plan

SUPERINTENDENT

Mr. Brandy White

FEDERAL PROGRAMS DIRECTOR

Derrick Morris

Brandy White

9/13/2021

Approved by: Superintendent

Date

This plan is to address the requirement for foster care provisions under Title I of ESSA which require State Educational Agencies (SDE) and Local Educational Agencies (LEAs) to collaborate with Department of Human Resources (DHR) to ensure educational stability and minimize educational disruptions for children in foster care.

Foster Care Plan

Houston County Schools is committed to provide all students with sound educational experiences. We recognize that foster children are at an increased risk of grade retention, gaps in academic achievement, low high school graduation rates, and postsecondary enrollment. These provisions promote greater stability for children in foster care so that they can continue their education without disruption, maintain important relationships with peers and adults, and have the opportunity to achieve college- and career readiness.

The educational stability includes assurances that (1) a child in foster care will remain in the child's school of origin, unless a determination is made that it is not in the child's best interest in that school and (2) if a determination is made that it is not in the child's best interest to remain in the school of origin, the child will be immediately enrolled in the school of residence, even if the child is unable to produce records normally required for enrollment.

School District Assurances

- Each placement of the child in foster care takes into account the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.
- The state child welfare agency will coordinate with appropriate local educational agencies to ensure that the child remains in the school in which the child is enrolled at the time of placement.
- If it is not in the best interest of the child to return to the resident school, the child will immediately be provided the appropriate enrollment in Houston County Schools.
- Houston County Schools will gather and maintain educational records and promptly send them to any district where the student moves.

Foster Care Child Liaison (POC)

Houston County Schools will assign at least one person to serve as a Foster Care Child Liaison, or Point of Contact (POC). The name of this person will be turned in annually to the State Department of Education (SDE) through the online Grants Management System by September 30th of each year. If additional staff members are needed to meet the requirements, the district will make assignments as deemed necessary. The Foster Child Liaison will work in the best interest of the child to ensure that all educational requirements are being met. The liaison that is assigned to the position will have access available training and materials to keep them informed of any changes in the Foster Care Regulations. The liaison will work closely with state and tribal child welfare agencies to:

- Coordinating with the corresponding child welfare agency,
- Leading the development of a process for making the best interest determination,
- Documenting the best interest determination,
- Facilitating the transfer of records and immediate enrollment,
- Facilitating data sharing with the child welfare agencies, consistent with FERPA and other privacy protocols,
- Developing and coordinating local transportation procedures,
- Managing best interest determinations and transportation cost disputes,
- Ensuring that children in foster care are enrolled in and regularly attending school,

- Providing professional development and training to school staff on the Title I provisions and educational needs of children in foster care.

Committee

A committee will meet to determine the appropriate placement of each foster care child. The committee will comprise of the site administrator or LEA representative, the Foster Care Liaison, and a member of the DHR. In emergency circumstances the DHR has the authority to make an immediate decision regarding the school placement, and then consult with the LEA and revisit the best interest determination of the child. The determining factors that may be evaluated include:

- Proximity of the resource family home to the child's present school;
- Safety considerations;
- Age and grade level of the child as it relates to the other best interests factors;
- Needs of the child, including social adjustment and well-being;
- Child's performance, continuity of education and engagement in the school the child presently attends;
- Child's special educational programming if the child is classified;
- Point of time in the year;
- Child's permanency goal and likelihood of reunification;
- Anticipated duration of the placement;
- Preferences of the child;
- Preferences of the child's parent(s) or educational decision maker(s)
- The child's attachment to the school, including meaningful relationships with staff and peers;
- Placement of the child's sibling(s);
- Influence of the school climate on the child, including safety;
- Availability and quality of the services in the school to meet the child's educational and emotional needs;
- History of school transfers and how they have impacted the child;
- How the length of the commute would impact the child, based on the child's developmental stage;
- Whether the child is a student with a disability under the IDEA who is receiving special education and related services or a student with a disability under Section 504 who is receiving special education or related aids and services and, if so the availability of those required services in a school other than the school of origin; and
- Whether the child is an EL and is receiving language services, and if so, the availability of those required services in a school other than the school of origin.

*Transportation costs will not be considered when determining a child's best interests.

In the event of a disagreement regarding school placement for a child in foster care, the child welfare agency should be considered the final decision maker in making the best interest determination. The child welfare agency is uniquely positioned to assess vital non-educational factors such as safety, sibling placements, the child's permanency goal, and other components of the case plan. The child welfare agency also has the authority, capacity, and responsibility to collaborate with and gain

information from multiple parties including parents, children, schools and the court in making these decisions.

Enrollment of Students

Foster care parents, social workers or other legal guardians will be allowed to immediately enroll children in Houston County Schools. We understand that all necessary paperwork (birth certificates, shot records, academic records, special education records, etc.) may not be immediately available and want to provide a smooth transition for the student into our district. We will contact the home school district for the records and make adaptations as needed. After enrollment the following guardianship or legal custody documents shall be provided for verification by the foster family or DHR:

- Power of attorney
- Affidavit
- Court Order

IDEA Students

The IDEA, Part B directs school districts must make a Free Appropriate Public Education (FAPE) available to all eligible children with disabilities in the Least Restrictive Environment (LRE). FAPE under IDEA includes the provision of special education and related services at no cost to the parents in accordance with a properly developed Individualized Education Program (IEP). Each child's placement decision must be made by a group of knowledgeable persons. Houston County Schools will operate in accordance with all state and federal laws regarding special education students. Special education services will be provided to foster care students as they are to all students following the guidelines below.

- Educational placement will be determined annually and will be based on the child's IEP in accordance with the child's individual needs
- The child will be placed in the least restrictive environment and unless they require some other arrangement they will attend the school that he/she would attend if not disabled.
- Timely and expedited evaluations and eligibility determinations for highly mobile children with disabilities will be made when possible.
- Children in foster care will have access to related aids and services that are designed to meet their educational needs.
- Children will have access to comparable services including summer and extended school year services if applicable.
- Children in foster care will not be discriminated against and are considered a protected group.

EL Students

Houston County Schools will ensure that EL students in foster care will participate meaningfully and equally in educational programs by doing the following:

- Identifying and assessing all potential EL students in a timely, valid and reliable manner;

- Provide EL students with a language assistance program that is educationally sound and proven successful;
- Sufficiently staff and support the language assistance programs for EL students;
- Ensure that EL students have equal opportunities to meaningfully participate in all curricular and extra-curricular activities;
- Avoid unnecessary segregation of EL students;
- Ensure that EL students with disabilities are evaluated in a timely and appropriate manner for special education and disability-related services and that their language needs are considered in these evaluations and delivery of services;
- Meet the needs of EL students who opt out of language assistance programs;
- Monitor and evaluate EL students in language assistance programs following federal guidelines;
- Continue to evaluate the effectiveness of school districts language assistance program and progress of each student;
- Ensure meaningful communication with the parents of the students.

Transportation

Houston County Schools will collaborate with DHR to develop and implement clear written procedures governing how transportation is provided to maintain children in foster care in their schools of origin. Houston County Schools will also work with the DHR to reach an agreement in regards to covering the transportation costs. The agreement will cover how the transportation will be provided, arranged, and funded for the duration of the child's time in foster care. Each agreement can/will vary greatly because the needs of each child should be considered in making the decision on transportation.

The regular transportation policies approved by Houston County Schools will be followed in transporting foster care students. Drivers will be appropriately licensed, certified, and with the required DMV and background checks. Various public school vehicles may be used to transport students depending on the circumstances. Students that must be transported out of state will be school board approved as required by Oklahoma law.

Student Records

Houston County Schools will share education records with the DHR that are allowed by the Family Educational Rights and Privacy Act (FERPA). This allows educational agencies to disclose without parental consent educational records, including IDEA, of students in foster care to State and Tribal agencies

Houston County Schools Dispute Resolution Process

If an LEA seeks to place a child in foster care in a school other than the school of origin or the school requested by the educational decision-maker¹, the educational decision-maker shall be provided written notice of his/her right to appeal the decision (*see Appendix A for a sample written notice*), including:

1. The contact information for the LEA foster care point of contact and the SEA foster care point of contact.

2. An explanation of the reasons for the LEA's decision.
3. A step-by-step description of how to dispute the LEA's decision (Level I procedure), including a dispute form (*see Appendix B for a sample dispute form*).
4. An explanation that if the educational decision-maker chooses to initiate a dispute, the student shall remain in the school of origin, receiving all appropriate educational services, until the dispute reaches its final resolution.
5. Timelines for resolution of the dispute at each level.
6. Notice of the right to appeal to the SEA if the local-level resolution is not satisfactory.

Level I: LEA Superintendent or Designee

1. Initiating the Level I Dispute

To dispute an LEA's decision related to school selection (best interest) or enrollment for a child in foster care, an educational decision-maker must request dispute resolution in writing by submitting a dated appeal letter specifying the school in which enrollment is sought and the basis for seeking enrollment in that school. The appeal letter must include the name and contact information (phone, email and mailing address) for the educational decision-maker. The educational decision-maker must submit the appeal letter within five (5) school days of receiving from the LEA written notice of the right to dispute the decision. The letter may be submitted via an email with the subject "Foster Child Appeal," or delivered to any school to the attention of the superintendent. Regardless of how the appeal letter is submitted, the school or LEA shall ensure the LEA's superintendent or designee receives it immediately. The submission of the appeal letter by email or delivery to any school initiates the dispute. From that point, the student shall remain in the school of origin until the dispute reaches its final resolution. The student shall be provided with all appropriate educational services for which the student is eligible during the pendency of the dispute. Students attending their school of origin during the pendency of the dispute will be entitled to receive transportation. The LEA will provide or arrange transportation during the dispute. Once the dispute is resolved, transportation will be provided pursuant to the local transportation procedures developed collaboratively between the LEA(s) and local child welfare agencies.

2. LEA Decision

The superintendent, or superintendent's designee, will arrange for a personal conference to be held with the educational decision-maker, the student (if appropriate), and at least one representative from the local child welfare agency. The personal conference will be arranged within five (5) business days of the LEA's receipt of the Level II appeal letter and will take place as expeditiously as possible.

Within five (5) business days of the personal conference, the superintendent, or superintendent's designee, will inform the educational decision-maker of the decision in writing, using the contact information provided in the appeal letter. The superintendent or designee may consult with the LEA foster care point of contact in making the decision. The written decision provided to the educational decision-maker must include:

1. A copy of the complete Level I appeal packet.

2. The decision rendered at Level I by the superintendent or designee and an explanation for that decision.
3. Instructions regarding how to file a Level II dispute, including the name, phone number and email address of the SEA foster care point of contact.

If the educational decision-maker disagrees with the Level I decision and wishes to appeal to Level II, the educational decision-maker shall inform the LEA superintendent or designee of the intent to appeal to Level II within five (5) school days of receipt of the LEA's Level I decision. If the educational decision-maker does not appeal within five (5) school days, the child shall be enrolled and provided all appropriate educational services in the school determined by the LEA. If that school is not the school the child had been attending during pendency of the dispute, the LEA will prioritize minimizing the disruption to the child's education in effecting the transition to the new school.

Level II: SEA

1. Initiating the Level II Dispute

If the student's educational decision-maker disagrees with the decision rendered by the LEA's superintendent at Level I, he/she may appeal the decision to the SEA. To appeal to Level II, an educational decision-maker must request an appeal in writing by submitting a dated appeal letter, which must include:

- The school in which enrollment is sought and the basis for seeking enrollment in that school.
- The name and contact information (phone, email and mailing address) for the educational decision-maker.
- A copy of the previous appeal letter submitted by the educational decision-maker.
- A copy of the decision rendered by the LEA at Level I.

The letter must be submitted via an email to the SEA foster care point of contact, with the subject "Foster Child Appeal." The letter also must be submitted to the LEA superintendent via an email with the subject "Foster Child Appeal," or delivered to any school to the attention of the superintendent. The appeal letter must be submitted to both the SEA and LEA superintendent within five (5) school days of receiving the Level I appeal decision from the LEA.

The LEA has an additional five (5) school days from its receipt of the educational decision-maker's appeal letter to submit its response to the appeal letter to the SEA foster care coordinator, via an email with the subject "Foster Child Appeal." Documents submitted by either party after the applicable deadlines will not be considered.

The student shall remain in the school of origin until the dispute reaches its final resolution. The student shall be provided with all appropriate educational services for which the student is eligible during the pendency of the dispute. Students attending their school of origin during the pendency of the dispute will be entitled to receive transportation. The LEA will provide or arrange transportation during the dispute. Once the dispute is resolved, transportation will be provided pursuant to the local transportation procedures developed collaboratively between the LEA(s) and local child welfare agencies.

2. SEA Decision

The Level II decision will be made by a three-person panel including the SEA foster care point of contact, another SEA staff, and a representative of the state child welfare agency. The panel shall make a final decision within thirty (30) days of receipt of the dispute. The SEA foster care point of contact will forward the final written decision to the educational decision-maker and the LEA superintendent. The written decision must include:

1. A copy of the complete Level II appeal packet.
2. The decision rendered at Level II and an explanation of that decision.

The LEA must implement the SEA's decision in full, immediately.

The SEA shall maintain a record of all disputes related to the children in foster care. **For every type of dispute regarding a child in foster care, the LEA and local child welfare agency must make every effort to resolve the dispute collaboratively at the local level. Documented patterns of excessive disputes to the SEA from particular LEAs and/or local child welfare agencies will be reviewed by the SEA and State child welfare agency and appropriate measures will be taken to ensure compliance by both local agencies.** All parties are encouraged to seek assistance from the Foster Care Point of Contact at the State Education Agency (SEA), and the Education Coordinator at the State Child Welfare Agency (or similar personnel) prior to any dispute.

INTER-AGENCY TRANSPORTATION DISPUTE PROCESS TO RESOLVE DISPUTES BETWEEN LEAs AND CHILD WELFARE AGENCIES REGARDING TRANSPORTATION

ESSA requires LEAs and child welfare agencies collaboratively to develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged, and funded for the duration of the children's time in foster care. To ensure the children receive transportation and that both the LEA and child welfare agencies are working to ensure educational stability, these transportation procedures should:

- Describe how the child welfare agency is implementing its requirements to develop a plan for ensuring the educational stability of each child in foster care, including ensuring that each placement of every child takes into consideration the proximity to the school of origin (see the Fostering Connections to Success and Increasing Adoptions Act).
- Ensure that children in foster care needing transportation to the school of origin will promptly receive it.
- Ensure that transportation is provided in a cost-effective manner.
- Address how the child welfare agency will use foster care maintenance payments and administrative funds to pay for transportation to the school of origin (see sections 475(1) (G) and (4) (A) of the Social Security Act (42 U.S.C. 675(1) (G) and (4) (A)).
- Specify how "additional costs" of transportation will be calculated, to delineate clearly the LEA's responsibility to provide transportation when there are no additional costs².
- Specifically describe how transportation to the school of origin will be provided in situations where there are no additional costs.
- Specifically describe those situations (if any) for which the LEA has agreed to pay additional costs, or share additional costs with the child welfare agency.
- Specify the timing and procedures for the child welfare agency to reimburse the LEA for transportation costs.

LEAs and child welfare agencies must make every effort to collaborate in serving children in foster care. When a dispute arises between the agencies over paying the costs of transportation, the LEA and local child welfare agency must make every effort to resolve the dispute collaboratively at the local level. **Documented patterns of excessive disputes to the SEA from particular LEAs and/or local child welfare agencies will be reviewed by the SEA and State child welfare agency and**

² Additional costs incurred in providing transportation to the school of origin should reflect the difference between what an LEA otherwise would spend to transport a student to his or her assigned school and the cost of transporting a child in foster care to his or her school of origin.

U.S. Departments of Education and Health and Human Services (2016). Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care, Question 27.

Appropriate measures will be taken to ensure compliance by both local agencies. The SEA and State child welfare agency may establish a Memorandum of Understanding regarding appropriate measures to limit disputes and ensure compliance by both LEAs and local child welfare agencies. All parties are encouraged to seek assistance from the Foster Care Point of Contact at the State Education Agency (SEA), and the Education Coordinator at the State Child Welfare Agency (or similar personnel) prior to any dispute.

In addition, under no circumstances shall the dispute delay or interrupt the provision of transportation for a child to the school of origin. To ensure no such disruption, the agency that had been paying for transportation prior to the dispute will continue to pay until the dispute is resolved. If transportation was not provided previously, the LEA will arrange and provide the transportation while payment disputes are being resolved.

Disputes between LEAs and child welfare agencies regarding implementing the local transportation procedures, calculating and paying for additional costs of transportation to the school of origin for children in foster care, or other inter-agency transportation disputes will be resolved by a three-person panel including the SEA foster care point of contact, another SEA staff, and a representative of the state child welfare agency.

Either an LEA or a local child welfare agency can bring a transportation payment dispute to the SEA by submitting a dispute resolution request to the SEA foster care point of contact via an email with the subject "Foster Child Transportation Dispute." The dispute resolution request must include:

- A complete explanation of the basis of the dispute, with all pertinent facts.
- The name and contact information of the people who have been addressing the dispute thus far on behalf of both the LEA and the local child welfare agency (phone, email and mailing address).
- Details of how the agencies have attempted to resolve the dispute at the local level prior to appealing to the state.

Within ten (10) days of receipt of the dispute resolution request, the SEA foster care point of contact will contact the party that did not submit the request (either the LEA or child welfare agency) identifying the subject matter of the dispute and inviting that party to submit any information pertinent to the dispute. The party will have ten (10) days to submit its explanation of the dispute, with all pertinent facts. Documents submitted by either party after the applicable deadlines will not be considered.

The panel shall make a final decision within thirty (30) days of receiving all information related to the dispute. The SEA foster care contact will forward the written decision and an explanation of that decision to the appropriate parties at both the LEA and local child welfare agency. The decision shall be the final resolution.

MEMORANDUM OF UNDERSTANDING

Between

Houston County Schools

and

Department of Human Resources (DHR)

Houston County, AL

Transportation Procedures Agreement

*To ensure the educational stability of Foster Care Youth:
Every Student Succeeds Act (ESSA) requirements*

This Memorandum of Understanding (MOU) addresses transportation related provisions. Additional procedures may be added to address the unique needs of each collaboration between Houston County Schools and the Department of Human Resources, Houston County, AL, in order to ensure the educational stability of foster care youth. Note: this MOU is not a local transportation plan. It is an agreement between the Houston County Schools and DHR to collaboratively design a local transportation plan.

Purpose:

The purpose of this agreement is to establish transportation procedures between Houston County Schools and Department of Human Resources, Houston County, AL, to ensure the provision of transportation for foster care youth enrolled in a LEA (Pre-K-12) when a best interest determination indicates that the student should remain in the school of origin, and alternative means of transportation to and from school have been fully explored and deemed unavailable.

Joint Responsibilities:

- Houston County Schools and DHR agree to collaborate to update or establish formal mechanisms to ensure that Houston County Schools is promptly notified when a child enters foster care or changes foster care placements.
- Houston County Schools and DHR 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 party's 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, without duplication.
- 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 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 regarding confidentiality.
- Both parties understand that all federal, state and local funding sources should be maximized to ensure transportations costs are not unduly burdensome on one agency.

Respective responsibilities under this agreement include

Houston County Schools

- Establish a Foster Care Point of Contact (POC) given the importance of transportation to ensure educational stability requirements defined by the Every Student Succeeds Act (ESSA).
- Share the Foster Care POC's contact information with state and local education and child welfare agencies.
- Understands that even if Houston County Schools does not transport other students, it must ensure that transportation is provided to children in foster care, adhering to the collaboratively designed transportation plan.
- Acknowledges 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.
- Informs DHR whether Title I funds are available to support additional transportation costs for children in foster care in order to maintain enrollment in their school of origin.
- Agrees, if applicable, to support additional transportation costs for eligible foster care youth utilizing funds made available within Title I.
- Understands that if there are additional costs providing transportation for children in foster care to remain in his or her school of origin, the Houston County Schools (school of origin) will provide such transportation if (1) the county children and youth agency agrees to reimburse Houston County Schools for the cost of transportation; (2) Houston County Schools agrees to pay for the additional costs; or (3) Houston County Schools and DHR agree to share the costs.
- Agrees that a child must remain in his or her school of origin while any disputes are being resolved. Agrees to provide or arrange for adequate and appropriate transportation to and from the school of origin while any disputes are being resolved.

Department of Human Resources, Houston County, AL (DHR)

- Identifies all children in foster care enrolled in Houston County Schools in order for Houston County Schools and DHR to fulfill the jointly agreed upon transportation responsibilities.
- Informs LEA of children in foster care who may be in need of transportation to maintain enrollment in their school of origin.
- Agrees to immediately inform the school of origin of children in foster care who experience a change of foster care placement.
- Agrees, if applicable, to 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.
- Informs the Houston County School of origin whether Title IV-E funds are available to support additional transportation costs for children in foster care in order to maintain enrollment in their school of origin. Agrees to assist the Houston County 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.

Updates and Revisions:

Updates and revisions to this MOU should be made as needed. Any updates or revisions to the MOU must be submitted to the Pennsylvania Department of Education. Best practice recommends that an updated MOU be submitted every three years, as contractual updates follow this timeline.

Houston County Schools and Department of Human Resources, Houston County, AL, agree to update or revise this Memorandum of Understanding (MOU) as needed or every three years to coincide with the contractual timelines.

This agreement will be reviewed and approved by representatives of both agencies:

Department of Human Resources
1605 Ross Clark Cir.
Dothan, AL 36301

Printed Name: Leslie Kelly
(DHR)
Signed: Leslie Kelly
(DHR)

Date: 9/15/2021

Houston County Schools
404 West Washington
Dothan, AL 36301

Printed Name: Brandy White
(Houston County Schools)
Signed: Brandy White
(Houston County Schools)

Date: 9/22/21

**Signed copy available at the Houston County Board of Education – Federal Programs.

Appendix A
Houston County Schools
Written Notice Template

DATE:

To:

Houston County Schools has determined that the appropriate school placement for _____ is _____. We understand this is neither the school of origin nor the school requested by the student's educational decision-maker. Therefore, we are providing this explanation of our decision and information about how the educational decision-maker may appeal the decision.

We have determined that it is in the student's best interest to attend _____ because:

The educational decision-maker may appeal this decision by completing the attached Dispute Form, signing it, dating it, and submitting it by DATE (insert date ten school days from date of this letter).

If the educational decision-maker chooses to initiate a dispute, the student shall remain in the school of origin, receiving all appropriate educational services including transportation, until the dispute reaches its final resolution. Once the Dispute Form is received, the superintendent or designee will arrange for a personal conference with the educational decision-maker, the student (if appropriate), and at least one representative from the local child welfare agency within ten (10) business days, and the conference will take place as expeditiously as possible. Within five (5) business days of the personal conference, the superintendent or designee will inform the educational decision-maker of the decision in writing. The educational decision-maker will be able to appeal to the State if the local resolution is not satisfactory.

If you have questions about this decision or how to appeal it, please contact:

Derrick Morris
Federal Programs Coordinator
Houston County Schools

Ms. Sally Meeks
ALSDE Foster Care POC
sally.meek@alsde.edu

Appendix B
Houston County Schools
Dispute Form Template

To appeal the district’s decision, please complete this form and submit it by the date indicated on the Written Notice you received from the school. You may submit this form by any of the following methods:

- Scan and email it to EMAIL ADDRESS with the subject “Foster Child Appeal”;
- Return the paper form to any school in this school district; or
- Submit the paper form directly to the office of the superintendent at ADDRESS.

Student Name: _____

School in which enrollment is sought: _____

I am the educational decision-maker for this student, and I believe the school in which we are seeking enrollment is in the student’s best interest because:

I believe the student has a right to attend this school because:

If you would like to provide additional information, please attach it to this form.

The student shall remain in the school of origin, receiving all appropriate educational services including transportation, until the dispute reaches its final resolution. Once this Dispute Form is received, the superintendent or designee will arrange for a personal conference with the educational decision-maker, the student (if appropriate), and at least one representative from the local child welfare agency within five (5) business days, and the conference will take place as expeditiously as possible. Within five (5) business days of the personal conference, the superintendent or designee will inform the educational decision-maker of the decision in writing. The educational decision- maker will be able to appeal to the State if the local resolution is not satisfactory.

Educational decision-maker name: _____

Email: _____

Phone: _____

Appendix C
Legal Framework

Every Student Succeeds Act

“Each State plan shall describe--

...

(E) the steps a State educational agency will take to ensure collaboration with the State agency responsible for administering the State plans under parts B and E of title IV of the Social Security Act (42 U.S.C. 621 et seq. and 670 et seq.) to ensure the educational stability of children in foster care, including assurances that—

(i) any such child enrolls or remains in such child’s school of origin, unless a determination is made that it is not in such child’s best interest to attend the school of origin, which decision shall be based on all factors relating to the child’s best interest, including consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement;

(ii) when a determination is made that it is not in such child’s best interest to remain in the school of origin, the child is immediately enrolled in a new school, even if the child is unable to produce records normally required for enrollment; ...”

ESSA Section 1005, 20 U.S.C. 6311(g)(1)(E)

U.S. Department of Education and U.S. Department of Health and Human Services (2016).
Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care.

“The SEA should coordinate with the State or tribal child welfare agency to develop and disseminate uniform guidelines for implementing the Title I educational stability provisions. Developing uniform statewide policies and procedures for ensuring educational stability for children in foster care, as many States have already done under the Fostering Connections Act, will facilitate successful implementation at the local level. This is particularly important given the shared agency responsibility for educational stability under Title I and the Fostering Connections Act, and because a single LEA or local child welfare agency will likely have to collaborate with multiple partner agencies in implementing these provisions. Due to the high mobility of children in foster care, State guidance is crucial for consistency across school districts.” (Question 3).

“What process should SEAs and LEAs use when making the best interest determination?”

The law does not prescribe a specific process, but we encourage SEAs to work with the State or tribal child welfare agencies to establish guidelines to be used by LEAs and schools in coordination with local child welfare agencies to guide the decision making process.” (Question 13).

“However, if there is disagreement regarding school placement for a child in foster care, the child welfare agency should be considered the final decision maker in making the best interest determination (unless State law or policy dictates otherwise).” (Question 18).

“We encourage SEAs to include guidelines for how additional costs for transportation will be funded and to establish a mechanism or policy for LEAs to resolve interagency disputes related to transportation costs.” (Question 21).

“[W]e encourage the SEA, in partnership with State and tribal child welfare agencies and key decision-makers such as the governor, to develop a uniform State process for resolving such disputes.” (Question 28).

“We encourage SEAs and LEAs to collaborate with child welfare agencies to develop a dispute resolution process at the local level for parties to address disagreements over the best interest determination decision.... Once the decision is made, a written explanation should be provided to all involved parties.” (Question 19).

“To the extent feasible and appropriate, an LEA must ensure that a child remains in his or her school of origin while the disputes are being resolved to minimize disruptions and reduce the number of moves between schools.” (Question 20).

“[T]he LEA must provide or arrange for adequate and appropriate transportation to and from the school of origin while any disputes are being resolved.” (Question 32).