

2014 Pennsylvania State Roundtable Report

Is Cyber Charter
School the
Best Option?



Considerations for
Cyber Charter School
Enrollment for Students
before the Court



Educational Success & Truancy Prevention

Educational Success and Truancy Prevention Workgroup

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Introduction

The Educational Success and Truancy Prevention Workgroup (*hereafter* “ESTP”) created by the Pennsylvania State Roundtable, began its work in 2009 focusing on truancy prevention. In starting their work on this issue, the ESTP Workgroup surveyed Leadership Roundtable members in 2009 to gain a better understanding of truancy issues at the local level and to determine if courts, child welfare agencies and schools were working collaboratively to address truancy. Based on the 2009 survey results, the ESTP Workgroup offered five core recommendations in its May 2010 State Roundtable Report, *Truancy: A Call to Action* to assist Local Children’s Roundtables in their efforts to effectively address truancy. The recommendations included: *collaboration; positive school climate; prevention and early intervention; data collection* and; *sustainability*. The recommendations were unanimously adopted by the State Roundtable and subsequently incorporated into the PA Department of Public Welfare’s funding guidelines for truancy prevention programs.

In 2013, the ESTP Workgroup once again surveyed counties to determine whether or not Local Children’s Roundtables increased their sense of urgency about addressing truancy and if recommendations from the 2010 State Roundtable report were helpful in their efforts. The 2013 survey results indicated an overwhelming YES! Local Children’s Roundtables have prioritized truancy, more Truancy Elimination Plans are being utilized, more collaborative truancy prevention protocols are being developed and truancy data is more accurate and being used more often than in 2009. With community attendance efforts well underway in Pennsylvania, the ESTP Workgroup turned its attention to legislative reform, enhancements to the PA Truancy Toolkit, a comprehensive truancy prevention training curriculum for child welfare professionals and Cyber Charter School reform.

The ESTP Workgroup’s mission was later expanded in 2011 to include education stability and success for foster children, and full implementation of the Fostering Connections to Success and Increasing Adoptions Act. Early on, the Workgroup engaged the Pennsylvania Department of Education (PDE), the Pennsylvania Department of Public Welfare Office of Children, Youth and Families (DPW/OCYF) and the Administrative Office of Pennsylvania Courts Office of Children and Families in the Courts (AOPC/OCFC) to approve an Action Plan for education success for foster youth, and a strategy for implementation. That Action Plan, developed by the Child Welfare, Education and Courts Team of the ESTP Workgroup (*hereafter* “CEC Team”), was adopted by the 2013 PA Roundtable with a commitment to implementation from all three entities. The Plan includes the following five (5) objectives with multi-year timetables for completion:

1. Enhanced communication and collaboration between child welfare, education and the courts
2. Cross-systems training
3. Policy and legislative reform
4. Data collection and sharing
5. Court competencies and best practices

Progress and recommendations regarding truancy and educational success based on the Workgroup's efforts this past year are outlined in this report.

Truancy Prevention Progress

In accordance with the directives of the 2013 Pennsylvania State Roundtable, the ESTP Workgroup continued to focus its attention on truancy prevention in five areas: legislative efforts, enhancements to the PA Truancy Toolkit, educational curriculum on truancy for child welfare professionals, Cyber Charter School and data sharing between courts.

A. Truancy Legislation

Ever since this Workgroup first reported to the Pennsylvania State Roundtable in May 2010, it was evident that the sections of the Pennsylvania School Code related to compulsory attendance and its consequences needed: definitional and procedural clarity; flexibility; and meaningful incentives designed to improve school attendance for children struggling with truancy. The Workgroup reported the PA School Code was outdated and not particularly helpful in giving schools, child welfare agencies and courts clear guidance concerning truancy. In May 2011, the Workgroup requested the opportunity to propose specific amendments to the Pennsylvania School Code. By May 2012, the Workgroup had developed specific legislative proposals which were presented and approved by the PA State Roundtable. In May 2013, the Juvenile Court Judges Commission (JCJC) initiated efforts on behalf of the Workgroup to secure those legislative changes.

In January 2014, JCJC and PDE jointly coordinated a meeting of various stakeholders to analyze, discuss and modify, as needed, the legislative amendments proposed by the Workgroup. That effort was met with overwhelming success. Over the following two months some minimal modifications were agreed upon. The final proposal will:

- change the beginning date for school attendance from 8 years to 6 years
- clearly define truancy and related terms
- establish procedural guidance

- require each school to offer attendance improvement conferences to families before referring truancy to the courts
- raise the threshold age for children who can be cited for truancy from 13 to 15 years (still pending stakeholder approval)
- give magisterial district judges the option rather than the obligation to forward student truancy convictions to Penn DOT for driver's license suspension

At the time of preparing this report, the product is nearly ready for presentation to the legislature. PDE is supportive of the proposed amendments and anticipates having them presented as part of its upcoming budget submission. If the legislation passes, the proposed effective date will be July 1, 2015.

B. Enhancements to the Pennsylvania Truancy Toolkit

The Pennsylvania Department of Education, (PDE) Safe Schools Office, is leading efforts to revise the Pennsylvania Truancy Toolkit. During the past year, volunteers from the ESTP Workgroup and other stakeholders have started a thorough review of the existing Toolkit and have made substantial recommendations for enhancements and revisions to better serve end users. In 2013, the group surveyed multisystem Toolkit users. Approximately 230 people responded to the survey. Survey results revealed that in order to make the Toolkit more user-friendly, information needs to be better organized and additional discipline specific information should be added to assist stakeholders in working with truant students and their families. The ESTP Workgroup is requesting to continue to support PDE in the reissuance of the Toolkit. The target goal to release the enhanced Toolkit is January 2015.

C. Child Welfare Resource Center Truancy Prevention Curriculum Enhancements

ESTP Workgroup members have continued to provide guidance and direction in the extensive revisions to Child Welfare Resource Center *course 202: Truancy Prevention and Intervention*, a curriculum for child welfare professionals developed by the University of Pittsburgh's Child Welfare Resource Center. The revised curriculum will target enhancing the knowledge and skills of child welfare professionals working with families where truancy concerns exist. The learning objectives for this curriculum have undergone additional revisions and now include that the participants will: (1) Discuss the term truancy in Pennsylvania; (2) Recognize the urgency of addressing truancy; (3) Identify the underlying factors that place children and youth at risk for truancy; (4) Define the importance of cross-systems collaboration in the prevention and intervention of truancy; and (5) Identify strategies, including Truancy Elimination Plans, for preventing and intervening in truancy.

These objectives incorporate the key recommendations from the *2010 Truancy: A Call to Action Report* and subsequent reports from the ESTP Workgroup. The curriculum will also incorporate work products developed by the ESTP Workgroup. Although the curriculum is scheduled for completion in May 2014, at a recent ESTP meeting, proposed statutory amendments to the school code were presented. The enactment of these amendments may influence the timing of the completion and the delivery of the revised curriculum.

D. Cyber Charter Schools

During 2013, the ESTP Workgroup spent a significant amount of time discussing the benefits and limitation of Cyber Charter Schools for at-risk and dependent youth. The Workgroup urged courts to seriously consider whether enrollment in a Cyber Charter School is in a dependent youth's best interest by ascertaining whether the youth has the necessary skill set to succeed in an online learning environment, and whether the youth and family are prepared to invest the time and effort necessary to foster a successful cyber education experience.

To assist families, caretakers, courts, attorneys and other stakeholders, the Workgroup developed the *Considerations for Cyber Charter School Enrollment for Students before the Court* brochure. The brochure asks a series of questions for students, parents and courts to consider in determining if Cyber Charter School is the best academic option for a student involved in the dependency process. Although this brochure was developed for youth involved in the dependency system, it may also benefit at-risk youth involved in the delinquency system. The content of the brochure was approved by the State Roundtable in 2013. During 2014, the brochure was finalized and it will be distributed to courts, child welfare offices and probation offices (if requested) in the summer of 2014. The brochure is also available for download from the Office of Children and Families in the Courts website (Attachment 1).

E. Data Sharing between Courts

Discussions through the ESTP Workgroup revealed a breakdown in data sharing between magisterial district courts and dependency courts across the state related to truant students who are adjudicated dependent. Often times, Magisterial District judges have no way of knowing if a child is involved in the dependency system and Dependency judges often do not know when a summary citation is filed against a parent or child in magisterial court. This is frustrating for both Magisterial District judges and Common Pleas judges as important information about truant students is not being shared timely, if at all. The ESTP Workgroup is recommending that AOPC's Judicial Automation Department create a mechanism in the CPCMS and the MDJS systems to

notify both courts when a child is involved in either system. An electronic alert in both systems will allow courts to handle truancy cases more effectively.

Educational Success Progress

F. CEC Action Plan

The CEC Action Plan, described earlier in this report, serves as the ‘*blueprint*’ for Pennsylvania’s truancy and educational success priorities for children in foster care. This past year the PA CEC Team met regularly, with oversight and broad governance by the ESTP Workgroup, focusing on the five (5) Action Plan priorities noted above.

- *Enhanced Collaboration and Communication:* The CEC Team established point persons and compiled information regarding programs and services for each of the key stakeholder agencies to promote collaborative efforts and create pathways for collective problem solving. The Team will work in the coming year to enhance ties to outside stakeholder groups.
- *Cross-Systems Training:* The Child Welfare Resource Center is near completion of its core training curriculum on truancy for child welfare professionals, with input from the Workgroup. Regarding educational stability for foster youth, the CEC Team outlined a number of action steps and substantive topics for stakeholder training. The CEC team determined, however, to focus on the development of an agenda and plan for Pennsylvania’s first Education Summit in 2016, to ‘kick off’ statewide efforts to prioritize collaboration, cross-systems information sharing and training.
- *Pennsylvania’s First Education Summit for Foster Youth:* In 2013, the PA Roundtable adopted the Workgroup’s recommendation to convene a statewide Education Summit, bringing together PA leaders from education, child welfare and the courts. Specifically, the ESTP Workgroup now seeks to engage Judge Patricia Macias (former Presiding Judge 388th District Court of El Paso, past president NCJFCJ, member of Pew Commission on Children in Foster Care) to assist in the planning. Judge Macias is widely recognized as the national judicial leader in this area, and recently chaired (in February 2014) the first Texas Education Summit, arising out of her work as former chairperson of the Texas Supreme Court’s Children’s Commission Education Committee.
- *Policy and legislative reform:* The Action Plan identifies truancy legislative reform efforts as its number one priority. In addition, the CEC team will explore, in the coming year, whether Pennsylvania should consider adopting legislation requiring education data collection and sharing.

- *Data collection and sharing:* When Justice Max Baer created the Pennsylvania State Roundtable in 2009, it was because he thought that Pennsylvania could do better for children and families in foster care. From the outset and consistently throughout the process of reforming Pennsylvania’s system, Justice Baer clearly articulated the following *“If you don’t know where you are, you can’t think clearly about the path you should follow. And if you don’t know where you are going, any road will get you there.....”* Through the Roundtable structure of identifying and sharing best practices, assessing current practices, and analyzing data to inform our collective thinking, Pennsylvania has reduced the number of children in care by more than 7,000 children, saving approximately \$117 million per year. Similarly, the ESTP Workgroup agrees with its CEC Team that we must zealously pursue data collection and sharing to ensure educational success, as a critical component of well-being for children in foster care.

The CEC Team identified a number of critical data elements in the framework of data sharing between education and child welfare. For various reasons, however, including the lack of available data, lack of resources to compile information and general trepidation around sharing information, the Team narrowed the elements to five (5) areas. Specifically, as a starting point for data sharing, the Team asked **...what percentage of students coded as 1305 (in foster care) with regard to residency stats are:**

1. English Language Learners/Limited English Proficiency;
2. Enrolled in school district school/charter school/cyber charter/Title 1 school (if possible, what percentage are in an Alternative Education for Disruptive Youth program);
3. Identified as receiving special education services (if possible, broken down by type of disability) and/or indicate a 504 status);
4. Scoring below basic, etc. on Math or Reading; passing keystone Exams if available & repeating last year;
5. Dropping out (according to Drop Out indicator)

As of the issuance of this Report, the Workgroup was awaiting a response from PDE on whether these elements could be obtained and shared at the 2014 Roundtable. Regardless, the Workgroup, through its CEC Team, seeks to pursue the collection and sharing of these and other elements in the coming year. On a parallel track, it will pursue collection and sharing of data obtained through the PA Quality Service Review process in 2014.

In addition, and until data sharing and related protocols exist at the state level, the Workgroup recommends that local communities, through their Children’s

Roundtables, be encouraged to adopt their own data sharing agreements. The key elements for a good data sharing agreements are outlined in the attached documents (*Data Sharing Elements 7 Underlying Questions; What Data Elements Should be Included*) (Attachment 2) together with sample MOUs from PA counties (Attachments 3-6).

- *Court Competencies and Best Practices*: The Action Plan incorporates revisions to the PA Dependency Benchbook and Resource Companion to address educational issues. The Workgroup submitted its recommended revisions to the Benchbook Committee in early 2013. The Action Plan also specifies that proposed revisions to CPCMS to include education data, consistent with the PA Juvenile Court Procedural Rules, and with nationally recognized court performance measures for educational well-being. Finally, the Plan calls for the development of a benchcard for judges and judicial officers around educational well-being. Because the benchcard should flow from final approved changes to the PA Dependency Benchbook, the Workgroup will offer further input on the development of a benchcard in the coming year, following approval from the Benchbook Committee.

The Educational Success and Truancy Prevention Workgroup respectfully submits to the Pennsylvania State Roundtable the following recommendations:

1. Refer to AOPC's Judicial Automation Department the issue of creating a mechanism in the CPCMS system and the MDJS system to notify both Magisterial District courts and Common Pleas courts when a child is involved in either system related to truancy.
2. Encourage Juvenile Court Procedural Rules Committee to consider modifications to CPCMS dependency court orders to capture educational data consistent with the Juvenile Court Procedural Rules related to educational well-being.
3. Encourage training of Educational Liaisons on Juvenile Court Procedural Rules related to educational issues.
4. Allow Workgroup to examine national models and explore whether Pennsylvania should consider adopting legislation requiring education data collection and sharing for foster youth.
5. Encourage state leaders from education, child welfare and the courts to re-affirm their commitment to work collaboratively to collect and share data related to the educational well-being of foster youth.
6. Encourage local communities through their Local Children's Roundtables to develop local data sharing agreements between schools, child welfare agencies and courts.



OUT

Pennsylvania School Performance Profile

www.paschoolperformance.org

This website provides academic performance scores for Pennsylvania public schools (including charter and cyber charter schools) statewide.



This guide is intended for students, parents, caretakers, courts, attorneys, childwelfare professionals and other court participants in dependency matters when considering enrolling or supporting a student who is already enrolled in a Cyber Charter School.

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Is Cyber Charter School the Best Option?



Considerations for Cyber Charter School Enrollment for Students before the Court

1. Has the parent/caregiver agreed to support the student's Cyber Charter School Enrollment by:

- Providing daily adult supervision during school hours.
- Preparing weekly written plans for assignments and tests.
- Checking daily on the students' completion of assignments.
- Providing daily online access and technical support as needed.
- Contacting the Cyber Charter School academic counselor, monthly or as needed.
- Providing a written specific plan for the student's recreational/physical educational activities.
- Signing a release of information as needed.



2. Has the student agreed to participate in the Cyber Charter School and follow its rules and policies?

3. Has written confirmation been provided that the student will remain enrolled in his/her current home school until the cyber program is prepared to enroll the student and commence immediate instruction?

4. Has the Cyber Charter School Representative provided written confirmation that he/she will timely provide the following:

- A designated Cyber Charter Contact.
- School supplies, books, and computer equipment.
- All educational records as requested by authorized recipients.

- Notification of student's attendance violations as required by PA Department of Education to parent/caregiver, home school and designated monitor.
 - Confirmation that the Cyber School Program corresponds with the home school program and student will remain on track in grade progression and graduation.
 - Confirmation by both the Cyber Charter School and Home School District that credits received while in Cyber Charter School will be accepted by the home school district.
 - Confirmation that the student's special education plan or other special plan will be implemented, monitored and updated as needed.
- 5. Have court participants including the judicial officer, parent/caregiver, student, attorneys, agency, service provider, Education Decision Maker (when applicable) agreed to:**

- A specific timeframe for the student's attendance in the Cyber Charter School.
- A designated person who will monitor compliance with these conditions and report to the court and court participants on a pre-determined time schedule.



Presented to the ESTP Workgroup by the Education Law Center

Data Sharing Elements & Underlying Questions

Topic Area #1 - Prompt Enrollment & Attendance

Data Elements: Attendance (Maintained by: Education, State & District & Child Welfare)

Data Sharing: Can information be shared at a local level in real time?

1. Are students in foster care attending school regularly? (truancy rates)
2. Are they promptly enrolled in a new school or are there gaps in attendance between non-normative exit and entry dates indicating delays in enrollment?
3. Are child welfare agencies alerted in real time when children are truant (e.g., alert is sent to county children & youth agency when a child has 3 or more unexcused absences)

Best Practice: Data sharing in real time between school districts and child welfare alerts child welfare to attendance problems and triggers prompt interventions.

Topic Area #2 - School Stability

Data Elements: Entry/Exit dates (Maintained by Education, State & District & Child Welfare)

1. What percentage of children remain in the same school while in out-of-home placement?
2. How many non-normative school changes do children experience while in foster care?
3. How many non-normative school changes do children experience prior to entering foster care?

Best Practice: Data sharing supports effective decision making by child welfare agencies to determine whether staying in the same school is in the child's best interest.

Topic Area #3 - School Placement

Data Elements: Type of school child attends (Education: District & possibly State level)

1. What percentage of students in foster care are educated in the following types of school placements:

Regular public school ___; Alternative Education for Disruptive Youth ___; Homebound Instruction ___; Home School ___; Charter School ___ Cyber School ___; Magnet School ___; Juvenile justice placement ___; On-grounds residential placement ___; Approved Private School ___

Topic Area #4 - Academic Status & Progress in School:

Data Elements: G.P.A., credits earned (District only) Standardized test scores, on-time graduation rates, repeated a grade, gifted or dually enrolled, access to Title I

1. What percentage of children in foster care:
 - a. Repeat a grade
 - b. Score below basic, basic, proficient or advanced on PSSAs
 - c. Maintain GPA above 2.5
 - d. Access AP or dual enrollment courses
2. How does the academic status of children in foster care compare to that of their same-age peers? (*e.g.*, grade retention, test scores, dropout/graduation rates)?
3. Do children in a particular type of living placement achieve greater academic success than others?
4. Do children in a particular type of school placement achieve greater academic success?
5. Do children who remain in the same school achieve greater academic success than those children who change schools frequently?

Topic Area #3 - Special Education & Accommodations for Children with Disabilities:
Data Elements: Special Education, 504 Plan, surrogate parent appointment

Early Intervention Services

1. What percentage of children in foster care are screened for early intervention services?
2. What percentage of children in foster care are found eligible for early intervention services?
3. What percentage of children in foster care receive early intervention services?

Special Education Services

4. What percentage of children in foster care are evaluated for special education services?
5. What percentage of children are eligible for special education services?
6. What percentage of children in foster care receive special education services?
7. What percentage of students in foster care receive a surrogate parent appointment through s school district? What percentage receive an appointment through a court?
8. What percentage of children in care are evaluated for a 504 Accommodations Plan?
9. What percentage of children in foster care receive a 504 Plan in school?

Topic Area #4 – School Discipline

Data Elements: Suspensions, Expulsions, calls & referrals to police (Both); alternative education (District only)

1. What percentage of students are expelled?
2. What percentage of students in foster care are suspended?
3. What percentage of students in foster care are educated in alternative education for disruptive youth (AEDY) programs?

4. What percentage of students in foster care are referred to law enforcement?

Topic Area #5 – **Graduation Rates & Post-Graduation**: GED (State)

1. What percentage of children in foster care graduate within four years?
2. What percentage of students in foster care graduate within six years?
3. What percentage of children drop out of school?
4. What percentage of children graduate under an IEP?
5. What percentage of children receive a GED?
6. What anticipated post-graduation plans?
7. What percentage of students in or exiting foster care require remediation following graduation? (Community college statistics)

What Data Elements Should Be Included?

NOTE: State education data systems currently collect *many* categories of information that are critical to assessing and improving educational outcomes for all children in care. The following is a list of data templates/fields are required fields for purposes of reporting to U.S. Department of Education pursuant to *No Child Left Behind* and/or commonly collected by State Education Agency's ("SEA") data systems. It is important to discuss each data element with the SEA to understand the nature and scope of each element:

Attendance & Enrollment:

- **Attendance Domain:** The Attendance template usually includes fields which define attendance period start date, end date, and days present and days absent. The domain also discloses days "absent without excuse" and days enrolled in school. This domain will enable the State to learn the extent to which youth in care miss school days when compared with their peers.
- **School Enrollment Template:** This template tracks student mobility – a critical issue for youth in care. The designated fields include the student's grade level designation at the time of enrollment. The template enables the State to track each student's enrollment and withdrawal "transaction" on an ongoing basis throughout the school year and will capture multiple withdrawals from the same school. It is our understanding that mobility transactions must be recorded throughout the year rather than at the end of the school year.

- **Student Template Information:**

- **Demographic (optional)**

- **Gender**

- **Race/Ethnicity Field:** Ethnicity was previously tracked by reference to six ethnic codes: American Indian/Alaskan Native; Asian/Pacific Islander; Black/African American (not Hispanic); Hispanic (any race); White/Caucasian (not Hispanic) and Multiracial. Beginning in 2010, many states began tracking race/ethnicity data in accordance with the U.S. Department of Education's revised guidelines which mandate identifying youth with reference to the following seven categories: (1) Hispanic/Latino of any race; and, for individuals who are non-Hispanic/Latino only; (2) American Indian or Alaska Native; (3)

Asian; (4) Black or African American; (5) Native Hawaiian or Other Pacific Islander; (6) White and (7) Two or more races *See* 72 Fed. Reg. 59266-02.

- **Economic status (Free/Reduced Lunch Program):** All students in care are eligible.
- **Limited English Proficiency (LEP) Participation a/k/a English Proficiency/Language Breakdown/Language/ Home Language Code**

Disability Status: Special Education/504 Plan Status

- **Special Education or Exceptional Student Status:** Tracks whether a child is a special education student and identifies the child's "primary" disability. More detailed information may also be maintained such as placement in least restrictive environment or school discipline issues.
- **Plan 504 Indicator:** Indicator of whether student qualifies as an individual with disabilities under 504.

Academic Progress

- **Grade Retention**
- **School Performance:** A few states track performance by reference to student grades achieved. California tracks this GPA information, which provides important data for improving educational outcomes.
- **Standardized Test Scores:** Standardized test scores may **or may not** be tied to personally identifiable information. If tracked by student I.D. number, this data is critical to evaluating the educational outcomes of children in care and is frequently relied upon by other states in assessing academic progress of this at-risk population.
- **Educationally Disadvantaged under Career and Technical Education programs:** Students who are projected not to succeed because of educational barriers that interfere with learning; scoring below the 25th percentile on standardized tests or failure to gain minimal academic competencies.
- **Program/Courses Template:** Tracks student participation in specific remedial or other programs such as: homebound instruction, school choice, Title III and Title I. It also tracks eligibility for math and reading tutoring and participation in math and reading tutoring funded by a state. This is an important assessment tool to determine if youth in foster care are receiving services they need and to which they are entitled.

- **Expected Graduation, Graduation Status Code & Type of Diploma:** This is a key data element for youth in care as it is estimated that fifty percent of children in care do not graduate from high school and many others graduate late. In this data field, graduation rates are tracked by reference to “expected graduation” dates for all students who have entered Grade 9 as well as indications that a student has dropped out or transferred.
- **Expected Post Graduate Activity:** This provides an indication of the type of activity a student plans after graduation or after dropping out and is an important statistic to track youth who age out of care.

School Discipline

- **School Discipline (Suspensions/Expulsions):** While many states only track this on an aggregate level (e.g., per school and school district), some states collect and track data regarding a student’s (1) suspensions (2) expulsions (3) assignment to alternative education programs and (4) referrals to law enforcement.
- **Student Status:** Many states indicate whether a student was “court placed” or is in an “alternative education for disruptive youth” program.

Recommended Integration of Other Data

Some states have integrated separate data collection systems into their “NCLB” longitudinal data system/warehouse:

- **Standardized Test Scores:** Standardized test scores may be collected by a separate system and reported directly to the U.S. Department of Education.
- **Special Education Data:** Special education requirements predated NCLB and hence, those data systems, which often collect detailed information concerning special education designations, placements, services and school discipline must also be considered as your state examines the educational needs of children in care. *For example, some states are collecting the aggregate number of requests made for evaluation for special education services and the number of evaluations completed for students in care.*

Facilitating the prompt sharing of information is critical to improving educational and well-being outcomes for children in care. Cross-agency data sharing can identify important trends and systemic barriers, improve the delivery of services by both agencies, and help inform public policy decisions. This tool can serve as a starting point, or even a model to help child welfare and education agencies, along with the courts and other key partners work together to define the terms and conditions governing the exchange and disclosure of confidential information in a legally compliant and clearly defined manner. The template was authored by the Education Law Center and should be used in conjunction with technical assistance available through the Legal Center for Foster Care & Education by contacting ccleducation@americanbar.org.

DATA SHARING MEMORANDUM OF UNDERSTANDING
BETWEEN [STATE OR COUNTY CHILD WELFARE AGENCY] AND [STATE
DEPARTMENT OF EDUCATION OR & SCHOOL DISTRICT X]

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this _____ day of _____, _____ by and between

THE [EDUCATION AGENCY] (“Education”), a [state/local] education agency whose principal place of business is at

AND

THE [CHILD WELFARE AGENCY] (“Child Welfare”), a [state or local] agency whose principal place of business is at

AND

[Identify all other **PROVIDERS** and/or other **GOVERNMENTAL AGENCIES** who will access the data. For example, juvenile justice agency and/or the courts may be parties to the MOU]

collectively hereinafter referred to as the **“PARTIES.”**



WHEREAS, Education seeks to effectively educate all children and youth within its jurisdiction and undertakes this data-sharing MOU in order to improve educational programs, instruction and services to meet the educational needs of children in the child welfare system within its jurisdiction; and

WHEREAS, child welfare is the agency responsible to provide, either directly or through contracted providers the full range of child welfare services under State law and to ensure the well-being of children in their custody,

WHEREAS, Provider is a private, not for profit agency and an independent contractor that provides case management and related services on behalf of child welfare for children known to child welfare; and

WHEREAS, children known to child welfare, as described herein may be or are “at risk” of developing academic and/or behavioral problems due in part to the disruption in their lives and may require additional or different academic programs and services;

WHEREAS, child welfare requires access to educational records including personally identifiable information for purposes of identifying the educational needs of children in care, improving well-being and studying and making recommendations to education for purposes of improving instruction;

WHEREAS, education desires to improve educational programs and instruction to effectively address the educational needs of children known to child welfare;

WHEREAS, the Parties acknowledge that sharing data is critical to improving educational programs, instruction and services and expanding educational opportunities for children known to child welfare, including increasing access to post-secondary education and ensuring the acquisition of skills to increase employability and support life-long stability; and

WHEREAS, the Parties have the capability to exchange and share data in the manner described herein;

WHEREAS, the Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. 1232g and its implementing regulations 34 CFR Part 99, permit the disclosure of personally identifiable information (“PII”) upon the written consent of a parent as defined therein; or pursuant to a court order or court-issued subpoena; or pursuant to the “child welfare” exception, or other exceptions relating to the conduct of research studies, audits and evaluations;

WHEREAS, child welfare agrees to address educational issues and conduct studies pursuant to the MOU in the manner described herein;

WHEREAS, the Parties propose to develop procedures and guidelines to govern the sharing of education records and information relating to children in the care of child welfare that will result in improved educational programs, instruction and services to this “at risk” group of students; and

WHEREAS, the Parties acknowledge the importance of legal protections concerning confidentiality for children, families, and caregivers served by state agencies, the courts, and other public and private entities.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

1.1 DEFINITIONS

- A. **[Define with specificity the cohort of children to whom the MOU is applicable.]**

For example:

Children in care: The children covered by this MOU include all children who are under the placement and care responsibility of child welfare including those who remain in their own homes and those who receive services while placed by order of the court in a licensed shelter home or facility, foster family, group home, or residential treatment facility, or in an unlicensed setting with a relative or non-relative, or any combination thereof.

Or if data will be shared under the “child welfare exception”:

Children in care: The children covered by this MOU include all children for whom the State or local child welfare agency, or tribal organization ... is legally responsible, in accordance with State or tribal law, for the care and protection,” and shall include **[specify which children are included in this definition under state law]**.

- B. **[Define the data systems to be used and other data-related terms]**

1.2 PURPOSE OF MOU

This Memorandum of Understanding (MOU) is entered into by the Parties to facilitate the sharing of data and to define the terms and conditions governing the exchange and disclosure of confidential data between agencies. The sharing of this data is necessary to provide and improve services and resources needed to meet the needs of children, families, and caregivers and to achieve continuous improvement across programs, and make informed public policy decisions. This MOU provides authorization for the use of this confidential data in the manner detailed herein.

ARTICLE II

2. SCOPE OF WORK

[Provide a detailed description of the particular data sharing project including:]

- (1) how information shall be provided and shared;
- (2) the objectives to be achieved with regard to the various types of data sharing;
- (3) the purpose of and benefits both agencies will receive from this collaboration, including how the disclosure of the information promotes improved instruction and educational outcomes and the well-being and welfare of children and families;
- (4) the areas to be studied and how the data acquired will assist in the examination and analysis;
- (5) a summary timeline for tasks and deliverables; and
- (6) a description of specific data that will be exchanged, how often the exchanges will be conducted, and the method of conveyance.

For example:

2.1 Description of Data to be Shared Between Agencies

- A. Aggregate data:** Education shall provide aggregated data to child welfare regarding children in care based the following information supplied by child welfare to the education: a child's Department of Education student identification numbers, names, dates of birth and addresses. Using this information, education shall provide data regarding identified students concerning the following specific data elements: (1) attendance; (2) achievement data to include G.P.A., statewide achievement scores and graduation rates; (3) school placement status (including placement in specialized schools, on-site residential schools and alternative education; (4) specialized programs and services (including special education, vocational technical, Advanced Placement (AP) courses, dual enrollment, gifted education and remedial programs); (5) school discipline (including suspensions,

expulsions and referrals to alternative education) and (6) other data elements as agreed to by the Parties. Because this information as provided by education is not PII, neither parental consent nor a court order is required with respect to this exchange of information. This data will be provided to both agencies for purposes of study and analysis, to identify educational barriers and needs and for both agencies to develop programs, services, policies and best practices to improve educational and well-being outcomes for children in care.

B. Directory Information: Education agrees to provide directory information to child welfare with regard to all children in care as long as a parent as defined by FERPA has not notified education and exercised his or her right in writing to opt out of disclosing this information. Education shall comply with its obligation to notify all parents of this right pursuant to its obligations under FERPA. The following information is defined under FERPA and has been designated by education as directory information:

- Student's name
- Address
- Telephone listing
- Electronic mail address
- Photograph
- Date and place of birth
- Major field of study
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

C. Student-specific or PII Data, Subject to Parental Consent or Court Order.

Education shall provide student-specific education records (PII) to child welfare concerning all children in care for whom: (1) education receives written parental consent, or (2) a court order or subpoena has been issued authorizing the disclosure of education records to child welfare, or others. Pursuant to FERPA, a parent is defined as a parent or guardian or person acting as a parent in the place of a parent in the absence of a parent or guardian. A sample FERPA Parental

Consent form is attached hereto as Appendix 1 and Sample Court Order Release is attached hereto as Appendix 2. .

- D. Student-specific or PII Data, Subject to Child Welfare Exception under FERPA.** Education shall provide student-specific education records (PII) to an agency caseworker or other representative of a State or local child welfare agency, or tribal organization when that individual has the right to access a student’s case plan, as defined and determined by the State or tribal organization. Individuals who may access the case plan include: **[provide a comprehensive list of the individuals who may access the case plan under state law, including those individuals who will be accessing the case plan for purposes of this evaluation or research.]**
- E. Student-specific or PII Data Subject to Studies Exception under FERPA.** Education shall provide student-specific education records (PII) to child welfare for the purpose of conducting studies to improve instruction. The “studies exception” (34 C.F.R. §99.31(a)(6)) permits education agencies and certain specific listed persons (e.g., the Comptroller General of the U.S.) to disclose PII without parental consent to organizations conducting studies for or on behalf of the school entities to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. Accordingly, in the absence of parental consent or a court order, education shall provide student-specific education records to child welfare for the purpose of analysis, study and review in order to improve instruction to these students in collaboration with education.
- F. Student-specific or PII Data Subject to Audit or Evaluation Exception under FERPA.** Education shall provide student-specific education records (PII) to child welfare for the purpose of conducting an audit or evaluation or education programs. The “audit or evaluation exception” permits state and local education agencies and the other specifically listed persons to designate an “authorized representative” to release PII in connection with “an audit or evaluation of Federal or State supported education programs, or for the enforcement or compliance with Federal legal requirements that relate to those programs.” 34 C.F.R. §99.35(a)(1). The regulations include a definition of “authorized representative” as “any entity or individual” so designated to perform these functions. 34 C.F.R. §99.3. This may include a child welfare agency. See 76 F.R. at 75618. The regulations define “education program” as any program that is principally engaged in the

provision of education, including but not limited to early childhood education, elementary and secondary education, postsecondary education, special education, job training, career and technical education, and adult education, and any program that is administered by an educational agency or institution. 34 C.F.R. §99.3. In this case, child welfare is hereby designated as an authorized representative of education to perform an audit for evaluation for the purpose of evaluating programs administered by education that involve and/or impact children in care including after-school programs, elementary and secondary education, special education, job training, career and technical education.

- G. Identifying Information Provided by DHS.** On an as-needed basis to facilitate the matching of data regarding individual students, child welfare shall provide a list of identifying information (*e.g.*, name, date of birth, address or Department of Education Student Identifier) to education in relevant data fields to facilitate linking between child welfare and education.

ARTICLE III

3.1. RESPONSIBILITIES OF CHILD WELFARE

- A. **Term.** Child welfare agrees to use education’s confidential data authorized under the “studies exception” or “audit exception” for a period of five (5) years and only as provided for the purposes and under the terms specified herein.
- B. **Personnel Authorized to Review Data Under “Child Welfare Exception.”** Child welfare agrees that the individual conducting the research under the “child welfare exception” is an individual who “has the right to access a student’s case plan, as defined and determined by the State or tribal organization.”
- C. **Contact Person.** Child welfare will designate a contact person to be responsible for oversight and supervision of the security and confidentiality of the data, and to act in a liaison capacity throughout the term of this MOU. Child welfare will immediately notify education in writing of a contact person change. The contact person shall be: _____.

- D. **Re-disclosure prohibited, generally.** Unless child welfare has obtained parental consent, child welfare shall not re-disclose any personally identifiable information provided by education to any entity or person other than private providers and their agents with whom they subcontract to provide services to children or entities or personnel to whom disclosures are made for the sole purpose of analysis.
- E. **Re-disclosure prohibited under “child welfare exception.”** If the data was gathered under the “child welfare exception,” the individual conducting the research shall not re-disclose the education records, or the personally identifiable information contained in such records except to an individual or entity engaged in addressing the student’s education needs and authorized by the agency to receive such disclosure.
- F. **Publication of Student-specific Information.** In any publications, child welfare shall not, under any circumstances, identify any person, household, family or student. Any publications resulting from, or related to the use of this data, must appropriately acknowledge education as the original source of the data. Child welfare shall include a disclaimer that acknowledges this MOU and credits the respective agency authors for any analysis, interpretations, or conclusions reached without the input of the education as appropriate. Such a disclaimer might state: “The findings reported herein were performed with the permission of education. The opinions and conclusions expressed herein are solely those of the authors and should not be considered as representing the opinions of education as a collaborating agency.” child welfare will assure that technical descriptions of the data are consistent with those provided by education.
- G. **Transmission of Data.** On an ongoing and as-needed basis, child welfare will exchange a list of identifying information and relevant data fields to facilitate the linking of data between education and child welfare systems that are involved in the use and transmission of the data.

3.2. RESPONSIBILITIES OF SCHOOL DISTRICT



- A. **Identifying Information Provided by Child Welfare.** Education agrees to use and store confidential identifying information provided by child welfare under this MOU for a period of ___ weeks only and solely for the purposes defined above and under the terms specified herein. The information shall only be provided to education's designated contact and shall not be re-disclosed to anyone for any purpose.
- B. **Publications.** Any publications resulting from or related to the use of this data must appropriately acknowledge child welfare as the source of identifying data provided under terms and conditions of this MOU. Education shall include a disclaimer that credits the respective agency authors for any analysis, interpretations, or conclusions reached. A suggested wording is: "The findings reported herein were performed with the permission of child welfare. The opinions and conclusions expressed herein are solely those of the authors and should not be considered as representing the policy of the collaborating agency or any agency of education." Education will assure that technical descriptions of the data are consistent with those provided by child welfare.
- C. **Re-disclosure prohibited.** Education will not, under any circumstances, identify or reveal any person, household, or family, nor contact any individuals identified by child welfare under this MOU for any purpose other than in the normal course of fulfilling their obligations as an educational agency. Pursuant to its continuing obligations under FERPA, education shall not re-disclose any personally identifiable information to any entity or person other than those disclosures are made in accordance with FERPA and the terms of this MOU.
- D. **Contact Person.** Education shall designate a contact person to be responsible for oversight and supervision of the security and confidentiality of the data, and to act in a liaison capacity throughout the term of this MOU. Education shall immediately notify child welfare in writing of a contact person change. The contact person shall be: _____.

- E. **Transmission of Data.** On an ongoing and as-needed basis [weekly, bi-weekly or daily] education shall exchange requested education records information and relevant data fields to facilitate the linking of data between the education and child welfare systems that are involved in the use and transmission of the data.

ARTICLE IV

4.1 CONFIDENTIALY PROTECTIONS

- A. Each party agrees to comply with all confidentiality requirements pursuant to federal law including but not limited to FERPA, applicable sections of the Health Insurance Portability and Accountability Act (“HIPAA”), Child Abuse Protection and Treatment Act (“CAPTA”) and applicable state laws.
- B. The Parties acknowledge and agree that all PII student-specific data provided by education to child welfare is considered confidential pursuant to FERPA 20 U.S.C. 1232g and under the terms of this MOU and will only be released in accordance with this and all other applicable laws.
- C. Any and all reports containing PII generated as a result of studies, audits and evaluations shall also be confidential and shall not be released except in accordance with applicable laws and upon the mutual consent of the Parties.
- D. The Parties acknowledge and agree that any confidential documents and/or data provided either by education or child welfare or any other Party shall not be disclosed, discussed or transferred to any third party.
- E. Any student-specific data provided to child welfare shall only be disclosed to employees of child welfare who are directly involved in the data integration study, audit or evaluation. If PII was collected under the “child welfare exception,” data will only be disclosed to employees of child welfare who have a right under state or tribal law to access the child’s case plan. Where parental consent or a court



order has been obtained, data may be released to child welfare personnel who are working directly with the child.

- F. The Parties agree that if child welfare re-discloses confidential information in violation of FERPA and the terms and conditions of this MOU, education may immediately cease providing data and child welfare may be prohibited from accessing to all education records for a period of not less than five (5) years.

4.2 STIPULATIONS APPLICABLE TO A REQUESTING AGENCY

Each agency hereby agrees to the following specific stipulations:

1. Disclosure of the data provided to the requesting agency is not permitted unless specifically authorized.
2. Repackaging or redistribution of data or computer screens, or creation of separate files will not be permitted unless specifically authorized.
3. The data shall be used only as stated in Section titled Scope of Work in this MOU.
4. All data shall be stored in a physically secure facility.
5. All data in electronic format shall be stored or processed so that unauthorized persons cannot retrieve the information by means of a computer, remote access, or other means.
6. Only authorized staff will be given access needed to accomplish the purpose(s) specified in Section I, item 1 of this MOU.
7. All staff shall attend an authorized data security awareness training class, where they will be instructed on confidentiality, privacy laws and penalties imposed when compliance is breached.

ARTICLE 5 – SPECIFIC PROVISIONS

5.1 Term of MOU. Unless terminated earlier pursuant to Section 3.04 of this MOU the term of this MOU shall commence on _____ and conclude on _____.



5.2 Outside MOUs. This MOU does not preclude or preempt any of the Parties from entering into non-conflicting MOUs with other parties outside of this MOU. Such MOUs shall not nullify the force and effect of this MOU.

5.3 Dissemination of MOU. Each party agrees to disseminate this MOU to appropriate personnel in each agency and to provide technical assistance in the implementation of the MOU.

5.4 Agency Collaboration. To support continued collaboration, the Parties' representatives agree to meet, at a minimum, on a quarterly basis to:

- a) review each agency's rules, regulations, policies and practices as they impact the education, special education and related services, job training and employment of children in care;
- b) make recommendations regarding procedures, processes, guidelines and policies to govern the sharing of information; and
- c) define and establish communication protocols, identify responsible staff, and facilitate prompt and substantive information sharing and communication between the Parties.

5.5 No Waiver of Sovereign Immunity. Nothing contained herein in this MOU is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable or of any rights of limits to liability existing under State law.

5.6 No Third Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the state of _____ to be sued by third parties in any manner arising out of any contract.

5.7 Non-Discrimination. The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this MOU because of race, age, religion, color, gender, national origin, marital status, or disability.

5.8 Termination. This MOU may be canceled by any of the Parties with or without cause during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this MOU.

5.9 Records. Each party shall maintain its own respective records and documents associated with this MOU in accordance with the records retention requirements

applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to State law.

5.10 Entire MOU. This document incorporates and includes all prior negotiations, correspondence, conversations, MOUs and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, MOUs or understandings concerning the subject matter of this MOU that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or MOUs, whether oral or written.

5.11 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.

5.12 Preparation of MOU. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

5.13 Waiver. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this MOU and, therefore, is a material term hereof. Any party's failure to enforce any provision of this MOU shall not be deemed a waiver of such provision or modification of this MOU. A waiver of any breach of a provision of this MOU shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this MOU.

5.14 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU.

5.15 Governing Laws. This MOU shall be interpreted and construed in accordance with and governed by the laws of the state of and federal law.

5.16 Severability. In case any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, unlawful or void nature of that provision shall not effect any other provision and this MOU shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

5.17 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The address for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following persons who are signatures to this MOU to be the respective party and place for giving notice.

In witness whereof, the parties hereto cause this MOU to be executed by their duly authorized persons:

Education

Date

Child Welfare

Date

[add additional signatures here]

Date

APPENDIX I**SAMPLE COURT ORDER AUTHORIZING DISCLOSURE OF
EDUCATION RECORDS**

[The Court] hereby orders that all education records of _____ be provided to [child welfare] pursuant to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. Section 1232g and 34 C.F.R. Part 99. Education records are defined by FERPA to include all written records, files, documents, or other materials that contain information directly related to a student and are maintained by an educational agency, an institution, or a person acting for such agency or institution. See 20 U.S.C. § 1232g(a)(4)(A). FERPA specifically permits schools to disclose education information/records without the consent of the parent or guardian if such information is furnished in compliance with a judicial order or pursuant to any lawfully issued subpoena on the condition that the parent or eligible student is notified of such orders or subpoenas before the information is released.



APPENDIX II

SAMPLE CONSENT AUTHORIZING RELEASE OF EDUCATION RECORDS TO DHS

I hereby attest that I am the parent or guardian or person acting as the parent in the absence of a parent or guardian of _____ . I hereby authorize the _____ *student's legal name and date of birth* (“Education Agency”) to disclose the education records of _____ *student's school district* to the Department of _____ *student's name* (“Child Welfare”). I understand that child welfare is an agency that provides and contracts for a broad array of publicly-funded social services to residents. I also understand that child welfare provides these services through its own employees and through a network of contracted providers.

I hereby agree that education agency may release all education records pertaining to my student referenced above to child welfare, including the network of providers with whom it contracts to provide services. I understand that under the Family Education Rights Privacy Act (FERPA), education records are broadly defined and mean all records maintained by the education agency relating to a student including but not limited to the following: grades; school discipline; progress reports; special education documents; standardized test scores; nursing files; attendance; educational psychological evaluations.

These records will be used by child welfare to identify and address education issues and assist my child to receive appropriate services. I understand that the release of this information is not required but is at my discretion and that no penalty shall be



imposed against me by virtue of disclosing or failing to disclose these records. I further understand that no personally identifiable education records or information may be disclosed by child welfare to any other entities or persons outside child welfare with the exception of any providers with whom child welfare contracts to provide services or analyze information.

This Release shall remain in effect until my student is eighteen (18) years old unless and until I revoke this release and authorization by notifying the student's current School District in writing.

Date

Parent/guardian



APPENDIX III**SAMPLE CONSENT AUTHORIZING RELEASE OF
OF NAME OF STUDENT BY CHILD WELFARE TO EDUCATION AGENCY**

I hereby attest that I am the parent or guardian or person acting as the parent in the absence of a parent or guardian of _____ . I hereby authorize the _____ *student's legal name and date of birth* to disclose the name, address and date of birth of _____ *DHS or Child Welfare Agency* to the _____ *student's name* _____ (Education Agency).

Date

Parent/Guardian/Person acting as a parent in the absence of a parent /guardian





Attachment 4

MEMORANDUM OF UNDERSTANDING

Between

DAUPHIN COUNTY

And

STEELTON - HIGHSPIRE SCHOOL DISTRICT

I. BACKGROUND

WHEREAS, the County of Dauphin (hereinafter referred to as “County”) is a County of the third class having its principal office at the Office of the County Commissioners, 4th floor, Dauphin County Administration Building, 2 South Second Street, Harrisburg, Pennsylvania 17101; and

WHEREAS, The Dauphin County Department of Social Services for Children and Youth (hereinafter referred to as “Agency”) and the Steelton-Highspire School District (hereinafter referred to as “District”) have agreed to cooperate mutually in the provision of services to students who struggle with absenteeism through the Agency’s School Outreach Service; and

WHEREAS, The Agency’s preventative services, for youth who exhibit a need to improve attendance, works to reduce truancy and promote educational success by building relationships between students and their families, schools, and communities.

II. PURPOSE

The purpose of this Memorandum of Understanding (hereinafter referred to as “MOU”) is to (a) coordinate services for District students that will increase attendance and (b) to create a clear understanding of the parties’ respective responsibilities. This MOU sets forth items of reciprocal cooperation, which will assist the above-captioned participants in meeting their respective responsibilities. For these reasons, the parties have reached the following understandings.

III. UNDERSTANDINGS AND RESPONSIBILITIES

1. ATTENDANCE TEAM:

The Agency will provide direct services to families in their homes and communities. Delivery of direct services will be provided where necessary as determined by an “Attendance Team” following the requisite assessments. The attendance team will be comprised of:

- a. A school counselor;
- b. An attendance or office clerk;
- c. A coordinator of pupil services;
- d. The School Outreach Coordinator; and
- e. The building Principal and/or Assistant Principal as necessary.

2. SCHOOL OUTREACH COORDINATOR:

The Agency shall provide one School Outreach Coordinator to the District. The Coordinator shall be assigned to work with youth in grades K through 12. The School Outreach Coordinator shall:

- a. Provide curricula, some of which will be evidenced based, to the District based upon the outcomes of needs assessments administered by District staff; and
- b. Attend Attendance Improvement Meetings (AIM), Child Study Meetings (CSM), Response to Instruction and Intervention Meetings (RTII), work closely with the Alternative Education Team by attending meetings and making necessary referrals in the community, attend Magisterial District Judge hearings to support any active family who have a pending citation; and
- c. Track attendance of all students for whom a Truancy Elimination Plan has been implemented, and identify any those students in need of school outreach services; and
- d. Assess the underlying causes of truancy for the students referred by the appropriate authorities and enact interventions with the family system to mitigate barriers to the students attendance; and
- e. Act as a liaison to the District with regard to child welfare referrals and help the staff determine whether referrals or other community resources are best suited to meet the family’s needs.

3. EQUIPMENT:

Agency shall loan one (1) laptop to the District for use in the office of the School Outreach Coordinator. The parties agree that said equipment shall only be used for the Outreach Service. Upon the expiration of this MOU’s term, the District will return the laptop to the Agency. The loaned laptop has serial number **CNU82292FR8**.

Agency shall loan one (1) paper shredder to the District for use in the office of the School Outreach Coordinator. The parties agree that said equipment shall only be used for shredding of confidential documents by the School Outreach Coordinator. Upon expiration of this MOU’s

term, the District will return the shredder to the Agency. The loaned shredder has serial number 000000662.

4. STEELTON HIGHSPIRE SCHOOL DISTRICT:

The District shall:

- a. Provide Agency staff with access to the district's Internet connection;
- b. Provide the School Outreach Coordinator with timely access to student data, including but not limited to: attendance, grades, behavior incidents, discipline, promotion status, and graduation status. Said access will enable timely responses to all positive or negative changes in student attendance and engagement with the school. The District shall also provide student contact information to enable contact with the students' families; and
- c. Identify the School Outreach Coordinator as a team member of the District; and
- d. Assure that the all parties adhere to the Truancy protocol, modify the Truancy protocol as appropriate, and provide the School Outreach Coordinator with referrals in accordance with Truancy protocol; and
- e. Appoint a District staff person as the liaison to School Outreach Coordinator, advise staff of the role of the School Outreach Coordinator, provide School Outreach Coordinator with District identification, supply office space to work from, including an office phone, and grant access to buildings independent of District staff; and
- f. Advise School Outreach staff of Attendance Improvement Meetings (AIM), Child Study Meetings (CSM), Response to Instruction and Intervention Meetings (RTII), work closely with the Alternative Education Team by attending meetings and making necessary referrals in the community, attend Magisterial District Judge hearings to support any active family who have a pending citation; and
- g. Share existing and new needs assessment data derived from the student body to assist the School Outreach Coordinators' planning efforts; and
- h. Consult with School Outreach Coordinator on all child welfare referrals prior to contacting the Agency.

5. TERM:

This MOU is deemed effective as of August 26, 2013 and shall continue through July 1, 2014. Either party may cancel this MOU by providing the other party thirty (30) days written notice.

IN WITNESS WHEREOF, the parties here to have caused this Memorandum of Understanding to be executed by their authorized officers:

ATTEST:

COUNTY of DAUPHIN
COMMONWEALTH of PENNSYLVANIA

Laura E. Evans, Esquire
Chief Clerk/Chief of Staff

Jeff Haste, Chairman
Board of Commissioners

{SEAL}

Mike Pries, Vice-Chairman
Board of Commissioners

Peter Vriens, M.S.W.
Children & Youth Administrator

George P. Hartwick, III, Secretary
Board of Commissioners

ATTEST:

STEELTON HIGHSPIRE SCHOOL DISTRICT

BY: _____
Dr. Ellen Castagneto, Superintendent

{SEAL}

MEMORANDUM OF UNDERSTANDING
AMENDMENT

THIS AMENDMENT is entered into by and between The School District of Pittsburgh (the "District"), with an address of 341 S. Bellefield Avenue, Pittsburgh, PA 15213,

A

N

D

The Allegheny County Department of Human Services ("DHS"), with an address of 1 Smithfield Street, Pittsburgh, PA 15222.

WHEREAS, the parties entered into a Memorandum of Understanding on September 26, 2012; and

WHEREAS, under the 2012 MOU, DHS provides data collection, secure storage and analysis to assist the District in improving student aid program and improving instruction and student performance; and

WHEREAS, DHS has offered to provide additional secure data services to assist the District and the Juvenile Probation Office to further the intent and purpose of the MOU; and

WHEREAS, the parties also wish to clarify the confidentiality provisions and update the notice requirements in the 2012 MOU; and

WHEREAS, the parties wish to set forth the revisions to the 2012 MOU in this Amendment.

NOW, THEREFORE, with the intent to be legally bound hereby, the parties agree as follows:

1. The following provision shall be added to the Memorandum of Understanding as Section 3.1.5:

3.1.5 Juvenile Probation Office. DHS shall annually request a list of students who have withdrawn consent for the release of directory information on the District's annual Family Educational Rights and Privacy Act (FERPA) Notice. DHS may provide directory information to the Juvenile Probation Office (JPO) on behalf of the District for any students that have not opted out. DHS may also release education records to JPO if the child is adjudicated delinquent or upon receipt of written parental consent that complies with FERPA. DHS shall maintain the data and only disclose confidential education records to JPO if the child is adjudicated delinquent or upon receipt of signed parent and/or student consent as applicable. DHS shall provide the District with a list of consent disclosures made each month, identifying the student by unique identifier and verify that DHS is in possession of a valid parental consent. DHS shall maintain a copy of the signed parental consent for the District and shall immediately produce a copy upon request by the District or parent.

DHS agrees to provide the District with directory information for all students for whom Allegheny County serves as the legal or physical custodian and to participate in the education of those children as an active parent or guardian. For the purposes of this agreement Legal Custody refers to all students who are identified as adjudicated delinquent and Physical custody refers to all students in out-of-home care. Directory information includes Personal Identifiers (first name, last name, date of birth, gender, race, home address and social security number) and contact information for the students' Juvenile Probation Officer (first name, last name, phone number and email address).

2. Section 3.3.3 shall be amended as follows:

3.3.3 The parties hereby acknowledge and agree that unless otherwise specifically permitted by this MOU or DHS is the legal custodian, any confidential documents and/or data provided by the District or by DHS, shall not be disclosed, discussed or transferred to any third party not party to this MOU, and any student data or information provided to DHS shall only be disclosed to employees of DHS and District employees who are directly involved in the data integration study, or to other parties so long as no personally identifiable information is discernable. DHS agrees to execute any additional confidentiality agreement to enable implementation of this MOU.

4. Section 13 is hereby amended as follows:

13. **Notices.** Any notices and other communications provided hereunder shall be made or given hereunder by either party by facsimile or email as set forth below or delivered by hand or by mail to the party at the address set forth below:

FOR THE DISTRICT:

Dr. Dara Ware Allen, Assistant Superintendent, Student Support Services

School District of Pittsburgh

341 South Bellefield Avenue, Room 440

Pittsburgh, PA 15213

Phone: 412-622-3952

Email: dallen1@pghboe.net

Ira Weiss, Solicitor
School District of Pittsburgh
341 S. Bellefield Avenue
Pittsburgh, PA 15213
Phone: 412-622-3780
Fax: 412-622-7995
Email: iweiss1@pghboe.net

FOR DHS:
Marc Cherna
Allegheny County
Department of Human Services
1 Smithfield Street
Pittsburgh, PA 15222
Phone: 412-350-5705
Fax: 412-350-4004
Email: marc.cherna@alleghenycounty.us

5. It is understood between the parties that, except as expressly provided herein, all the terms, provisions, covenants and agreements in the 2012 Memorandum of Understanding shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto set their hand(s) and seal(s) this ____ day of _____, 2014.

ATTEST:

**ALLEGHENY COUNTY
DEPARTMENT OF HUMAN SERVICES**

County Manager

By: _____

Approved as to Form Only:

By: _____
County Solicitor/Asst. Solicitor

ATTEST:

SCHOOL DISTRICT OF PITTSBURGH

Secretary

By: _____
President

Approved as to Form Only:

Date of Board Approval: September 26, 2012

By: _____
Ira Weiss, Esquire

MEMORANDUM OF UNDERSTANDING
AMENDMENT

THIS AMENDMENT is entered into by and between The School District of Pittsburgh (the "District"), with an address of 341 S. Bellefield Avenue, Pittsburgh, PA 15213,

A

N

D

The Allegheny County Department of Human Services ("DHS"), with an address of 1 Smithfield Street, Pittsburgh, PA 15222.

WHEREAS, the parties entered into a Memorandum of Understanding on September 26, 2012; and

WHEREAS, under the 2012 MOU, DHS provides data collection, secure storage and analysis to assist the District in improving student aid program and improving instruction and student performance; and

WHEREAS, DHS has offered to provide additional secure data services to assist the District and the Juvenile Probation Office to further the intent and purpose of the MOU; and

WHEREAS, the parties also wish to clarify the confidentiality provisions and update the notice requirements in the 2012 MOU; and

WHEREAS, the parties wish to set forth the revisions to the 2012 MOU in this Amendment.

NOW, THEREFORE, with the intent to be legally bound hereby, the parties agree as follows:

1. The following provision shall be added to the Memorandum of Understanding as Section 3.1.5:

3.1.5 Juvenile Probation Office. DHS shall annually request a list of students who have withdrawn consent for the release of directory information on the District's annual Family Educational Rights and Privacy Act (FERPA) Notice. DHS may provide directory information to the Juvenile Probation Office (JPO) on behalf of the District for any students that have not opted out. DHS may also release education records to JPO if the child is adjudicated delinquent or upon receipt of written parental consent that complies with FERPA. DHS shall maintain the data and only disclose confidential education records to JPO if the child is adjudicated delinquent or upon receipt of signed parent and/or student consent as applicable. DHS shall provide the District with a list of consent disclosures made each month, identifying the student by unique identifier and verify that DHS is in possession of a valid parental consent. DHS shall maintain a copy of the signed parental consent for the District and shall immediately produce a copy upon request by the District or parent.

DHS agrees to provide the District with directory information for all students for whom Allegheny County serves as the legal or physical custodian and to participate in the education of those children as an active parent or guardian. For the purposes of this agreement Legal Custody refers to all students who are identified as adjudicated delinquent and Physical custody refers to all students in out-of-home care. Directory information includes Personal Identifiers (first name, last name, date of birth, gender, race, home address and social security number) and contact information for the students' Juvenile Probation Officer (first name, last name, phone number and email address).

2. Section 3.3.3 shall be amended as follows:

3.3.3 The parties hereby acknowledge and agree that unless otherwise specifically permitted by this MOU or DHS is the legal custodian, any confidential documents and/or data provided by the District or by DHS, shall not be disclosed, discussed or transferred to any third party not party to this MOU, and any student data or information provided to DHS shall only be disclosed to employees of DHS and District employees who are directly involved in the data integration study, or to other parties so long as no personally identifiable information is discernable. DHS agrees to execute any additional confidentiality agreement to enable implementation of this MOU.

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FOR THE DISTRICT:

Dr. Dara Ware Allen, Assistant Superintendent, Student Support Services

School District of Pittsburgh

341 South Bellefield Avenue, Room 440

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Phone: 412-622-3952

Email: dallen1@pghboe.net

Ira Weiss, Solicitor
School District of Pittsburgh
341 S. Bellefield Avenue
Pittsburgh, PA 15213
Phone: 412-622-3780
Fax: 412-622-7995
Email: iweiss1@pghboe.net

FOR DHS:
Marc Cherna
Allegheny County
Department of Human Services
1 Smithfield Street
Pittsburgh, PA 15222
Phone: 412-350-5705
Fax: 412-350-4004
Email: marc.cherna@alleghenycounty.us

5. It is understood between the parties that, except as expressly provided herein, all the terms, provisions, covenants and agreements in the 2012 Memorandum of Understanding shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto set their hand(s) and seal(s) this ____ day of _____, 2014.

ATTEST:

**ALLEGHENY COUNTY
DEPARTMENT OF HUMAN SERVICES**

County Manager

By:_____

Approved as to Form Only:

By:_____
County Solicitor/Asst. Solicitor

ATTEST:

SCHOOL DISTRICT OF PITTSBURGH

Secretary

By:_____
President

Approved as to Form Only:

Date of Board Approval: September 26, 2012

By:_____
Ira Weiss, Esquire