INTERAGENCY AGREEMENT
Agreement No. 20180181

between

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
Old Capitol Building, P.O. Box 47200
Olympia, WA 98504-7200

and

DEPARTMENT OF SOCIAL AND HEALTH SERVICES
Children's Administration
1115 Wasington Street SE
Olympia, WA 98501

THIS AGREEMENT is made and entered into by and between the Department of Social and Health Services, Children's Administration, hereinafter referred to as "CA", and the Office of Superintendent of Public Instruction, hereinafter referred to as "OSPI," pursuant to authority granted in Chapter 39.34 of the Revised Code of Washington and under the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. §1232g and its implementing regulations 34 CFR Part 99, pursuant to the "child welfare" exception, 20 U.S.C § 1232g(b)(1)(L), and 34 C.F.R. §99.31(a)(3). Both parties acknowledge that sharing data is critical to addressing the educational needs of children in care.

PURPOSE OF THIS AGREEMENT
The purpose of this Agreement is to create a framework for the transmittal of student data related to foster care children and youth from OSPI to the CA, and to ensure the confidentiality of that data, as authorized in 20 U.S.C. § 1232g(b)(1)(L), 34 CFR § 99.33, and RCW 28A.150.510. The Statement(s) of Work (SOW) contained in the attached Exhibits specify the use of the data provided under this agreement. CA, its employees, agents, assigns, and contractors shall access, use, or disclose the confidential student data only for the purposes specified in a SOW signed by an authorized official representing OSPI, and for no other purposes.

THEREFORE, OSPI and CA MUTUALLY AGREE to exchange data as described in this Agreement, on a daily basis outside of regular business hours to support the SOW contained in the attached Exhibits.

FOR THE PURPOSE OF THIS AGREEMENT, OSPI AND CA AGREE ON THE FOLLOWING DEFINITIONS:

1. "Out-of-home placement" means a placement in a home or group care facility other than that of the child's parent, guardian, or legal custodian

2. "Foster care" means twenty-four-hour per day temporary substitute care for the child placed away from the child's parents or guardians and for whom the department or a licensed or certified child placing agency has placement and care responsibility. This includes but is not limited to placements in foster family homes, foster homes of relatives, licensed group homes, emergency shelters, staffed residential facilities, and preadoptive homes, regardless of whether the department licenses the home or facility and/or makes payments for care of the child.

3. "Trial return home" means a child is residing with parent but remains in CA's care, custody, and control through the dependency process, codified at chapter 13.34 RCW, which may only be dismissed once permanency has been achieved.

4. "Extended foster care" means youth 18 through 20 who chose to continue in foster care.

5. "Placement and care authority", PCA, means CA has legal authority to place and care for the child/youth under the provisions of chapter 13.34 RCW, this includes trial return home.

6. "CEDARS" is the OSPI statewide Comprehensive Education Data and Research System that contains the records and information about publicly funded K12 students in Washington state.

7. "Washington State's CA Case Management System" is the statewide automated child welfare information system that contains CA's records and information about children and families involved in the child welfare system.

8. Student Records Exchange (SRX)" is an Education Data System (EDS) Application designed to give schools immediate access to possible transfer student data that is critical for placing said students in the appropriate classes, programs and services.

9. "Confidential Information" shall have the same meaning as "confidential student data", "student data", "data", and "education record".

DATA ACCESS or TRANSFER

OSPI and CA have agreed that CA must have a SSID assigned to a foster care child/youth record before CA sends the record to OSPI. CA will use the process described in Exhibit E to assign a SSID to foster care children/youth and OSPI will use the process described in Exhibit E to verify the foster care student's SSID.

1. **DSHS–CA** will send OSPI a file containing records for all students age 3 through 20 who are under placement and care authority (PCA) of CA on the date of the file creation. Records contained in the file must have a SSID. This file will contain records from Washington State's CA Case Management System and the data elements specified in Exhibit A.

2. **After receipt of the file described in 1, OSPI** will verify the Washington State's CA Case Management System records with OSPI CEDARS student records using SSID, last name, and date of birth. Verification <u>on each</u> of the named variables is necessary to link the Washington State's CA Case Management System records to the OSPI CEDARS records. From this match, OSPI will provide 2 files back to CA: (1) a verification outcome file (described in a. below and Exhibit C; and (2) a file containing education data (described in b. below and Exhibit B).

   a. **Verification file:** OSPI will provide to CA a file that contains the student SSID, last name, date of birth, the outcome of the verification process described in 2 above.

   b. **Education file:** OSPI will provide CA a file containing education data (as specified in Exhibit B) for all children/youth who meet both of the following conditions:

      i. For students whom CA has PCA on the date OSPI transmits the education data to CA.

      ii. For students whom have had their SSID verified by OSPI.

CA will use the education data solely for purposes specified in the attached Exhibits.

AGREEMENT ALTERATIONS AND AMENDMENTS
Parties may amend this agreement if agreed to by both parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT
The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONFIDENTIAL INFORMATION
The term "confidential information", "confidential student data", "student data", "data", and "education record" as used in this Agreement mean any and all data or information provided by OSPI under this Agreement to CA, its staff, officers, agents, and independent contractors. This data is confidential pursuant to FERPA and exempt from public disclosure under the terms of the state public disclosure laws codified at chapter 42.56 RCW. (See, specifically, RCW 42.56.230(1) which exempts personal information in files maintained for students in public schools from public disclosure; RCW 42.56.070 (1) which exempts from mandatory public disclosure information specified in certain RCWs and "other statute which … exempts or prohibits disclosure …" such as the federal FERPA statute at 20 U.S.C. section 1232g and its implementing regulations at 34 CFR Part 99, which prohibit the unauthorized public disclosure and redisclosure of student "education records"; the state ethics law at RCW 42.52.050(2) which prohibits state officers and employees from disclosing confidential information as defined above; and RCW 28A.655.090(7), the fewer than 10 students rule.

CONTRACT MANAGEMENT
The program manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Program Manager for OSPI is Katie Weaver Randall, (360) 725-6356, Katie.WeaverRandall@k12.wa.us.

The Program Manager for DSHS is the designated CA Education Program Manager.

DATA DISPOSITION
Each agency will be responsible for the preservation and destruction of data in its files according to the records retention schedules on file with the Secretary of State's Office, which pertain to each agency. CA shall destroy data using methods acceptable for that media type.

DATA SECURITY
CA shall protect the confidentiality of data provided by OSPI pursuant to this Agreement by adopting and implementing effective physical, electronic, and managerial safeguards against unauthorized access to and unauthorized disclosure of the data. CA must store all data on secure data servers using current industry best practices. CA agrees to notify OSPI within one day if CA learns of any security breach to the server containing the data or of any disclosure of data to anyone other than the Authorized Users or OSPI officials authorized to receive confidential data. CA must cooperate and take all reasonable means prescribed by OSPI to secure any breaches as soon as practicable.

CA agrees to permit OSPI, at OSPI's cost and upon written reasonable request, to inspect, review, or audit CA to confirm that the CA is complying with this Agreement.

DESCRIPTION OF DATA

OSPI will provide a file to CA that contains education data (as specified in Exhibit B) for all students for whom CA has PCA. This file will contain education records only for those students for whom CA has PCA on the date OSPI transmits the data to CA. OSPI will discontinue transmission of education records for students who are no longer under CA PCA.

However, OSPI will provide education data to CA only if OSPI is able to match and verify the child/youth identifiers provided by CA from the Washington State's CA Case Management System to the student identifiers in CEDARS or as defined in specific statement of work. OSPI will not provide education data for records that are not verified. OSPI will provide CA a verification file to identify the status of the child/youth record and to use this information to "override" the verification status.

On a nightly basis, OSPI will fully refresh the data associated with each child/youth still in CA PCA. OSPI CEDARS data is continually updated by school districts and a full refresh allows CA access to the most up-to-date education data available from OSPI for each child/youth.

DISPUTES

Both CA and OSPI agree to work in good faith to resolve all conflicts at the lowest level possible. However, if unable to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Superintendent of Public Instruction or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Superintendent.

Upon receipt of the referral and relevant documentation, the Secretary and Superintendent will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Superintendent may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Superintendent are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Superintendent. If the Agreement is active at the time of resolution, the Parties will execute an amendment to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be resolved in accordance with the terms of the decision.

If the Secretary and the Superintendent are unable to come to a mutually acceptable decision, the Governor may intervene as provided in RCW 43.17.330 if requested by both Parties.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. Any action brought hereunder shall be in Superior Court for Thurston County.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

    a. Applicable state and federal statutes and rules.
    b. Statement of Work.
    c. Any other provisions of the Agreement, including materials incorporated by reference.

INDEPENDENT CAPACITY
The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

NONDISCLOSURE
CA shall require its employees and contractors who have access to education records provided under this Agreement to annually sign a Nondisclosure of Confidential Information Annual Notice and Assurances procedure and form the following: 1) notice that education information is confidential pursuant to the Family Educational Rights and Privacy Act (FERPA) and 2) assurances that CA employees and contractors will not disclose data provided under this Agreement to persons who are not authorized to access the data under this Agreement.

PAYMENT
The parties have determined that there will be no charge for accomplishing the work stated herein.

PERIOD OF PERFORMANCE
Subject to its other provisions, the period of performance of this Agreement shall commence on September 1, 2017, or date of execution, whichever is later, and be completed on June 30, 2022, unless terminated sooner as provided herein.

RECORDS MAINTENANCE
All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond.

REDISCLOSURE OF CONFIDENTIAL INFORMATION
CA will not disclose the data provided under this agreement to any other party, except those employees of CA and CA subcontractors (collectively, "Authorized Users") that are directly involved and permitted to use the data under the specific statements or work attached as Exhibits to this agreement.

Redisclosure of Confidential Information received from OSPI by any CA staff or agent who is not expressly identified by or pursuant to this Agreement as a person authorized to receive and process such information is prohibited by this Agreement, the state Ethics in Public Service law (RCW 42.52.050), and various state and federal laws such as those cited above in the context of the definition of confidential information.

If CA becomes legally compelled to disclose any data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), CA must use all reasonable efforts to provide OSPI with

prior notice before disclosure so that OSPI may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure OSPI's compliance with the confidentiality requirements of federal or state law. If a protective order or other remedy is not obtained prior to the deadline by which any legally compelled disclosure is required, CA will disclose only that portion of the data that CA is compelled to disclose under law.

RESPONSIBILITIES OF THE PARTIES
Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this Agreement.

RIGHTS IN DATA
OSPI provides data to CA under this Agreement solely for the purposes stated in Purpose of this Agreement, and DSHS has no rights to the data for any other purpose.

SAFEGUARDS AGAINST UNAUTHORIZED ACCESS
CA shall exercise due care to protect all confidential data from unauthorized physical and electronic access. CA shall establish and implement minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by either party pursuant to this Agreement. CA certifies that it has the capacity to restrict access to the data solely to Authorized Users and to ensure that access to the data is only for the purpose, scope, and duration described in the Statement(s) of Work contained in the attached Exhibits.

a) Access to the information provided by CA shall be restricted to only those authorized staff, officials, and agents of the parties who need it to perform their official duties in the performance of work that requires access to the information as detailed in the attached **Statements of Work.**

b) CA shall store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.

c) CA shall not store any confidential or sensitive data on portable electronic devices or media, including, but not limited to laptops, handhelds/PDAs, Ultra mobile PCs, flash memory devices, floppy discs, optical discs (CDs/DVDs), and portable hard disks.

d) CA shall protect the information in a manner that prevents unauthorized persons from retrieving the information by means of compute, remote terminal, or other means.

e) CA shall take precautions to ensure that only authorized personnel and agents are given access to on-line files containing Confidential Information.

f) CA is responsible for maintaining appropriate assurances with sub-contractors (other "Authorized Users") to protect the confidentiality of information provided by OSPI.

CA shall instruct all personnel, subcontractors, and agents with access to the information regarding the confidential nature of the information and the Re-Disclosure clauses of this Agreement, and the sanctions specified in federal and state laws against unauthorized disclosure of information covered by this Agreement.

CA agrees to permit OSPI, at OSPI's cost and upon written reasonable request, to inspect, review, or audit Contractor to confirm that the Contractor is complying with this Agreement.

SEVERABILITY
If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

SURVIVABILITY
The terms in this Agreement which, by their sense and context, are intended to survive the expiration or termination of the Agreement shall survive. Surviving terms include, but are not limited to: Confidential Information, Data Disposition, Data Security, Disputes, Records Maintenance, Redisclosure of Confidential Information, Responsibilities of the Parties, and Safeguards Against Unauthorized Access.

TERMINATION
Either party may terminate this Agreement upon thirty (30) days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. If funds the parties rely upon to perform this Agreement are not available or reduced, the Agreement should be suspended or renegotiated under the revise funding conditions.

TERMINATION FOR CAUSE
If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party has an opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TRANSFER PROTOCOL
OSPI will transmit the Data described in this agreement to CA via an agreed upon secure file transfer (Fixed Width, Flat File, Comma Delimited, XML, Tab Delimited, CrLF, Record Delimiter). CA will confirm the transfer of confidential data and notify OSPI as soon as practicable of any discrepancies between the actual data transferred and the data described in this Agreement. The same protocol will apply to any transfer of data from CA to OSPI.

WAIVER
A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

INCORPORATION OF EXHIBITS AND ORDER OF PRECEDENCE

Each of the attachments listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Exhibit A – Exhibit A – Data Elements from CA to OSPI
- Exhibit B – Exhibit B – Data Elements from OSPI to CA
- Exhibit C – Verification File sent by OSPI to CA
- Exhibit D – Statement of Work: Using Data to Test the Exchange and Match of DSHS/CA and OSPI data
- Exhibit E – SSID assignment by CA and SSID verification by OSPI
- Exhibit F – Statement of Work: Using Data for Case Planning Under the Uninterrupted Scholars Act.
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

IN WITNESS WHEREOF, the parties have executed this Agreement.

Department of Social and Health Services/ Children's Administration

Superintendent of Public Instruction State of Washington

Connie Lambert-Eckel, Acting Assistant Secretary

Kyla L. Moore, Assistant Contracts Administrator

10·20·17
Date

October 24, 2017
Date

Approved as to FORM ONLY by the Assistant Attorney General

Exhibit A – Data Elements from CA to OSPI

Data Element	Definition	Purpose	Values
ID_PRSN	Unique CA person identification number	CA will use to match record back to Children's Administration Automated Child Welfare Information System	0-38 digit Numeric CA identifier
SSID	OSPI Unique Student ID	Primary matching value	10 digit numerical identifier.
NM_LST	Child last name	Match with OSPI data	
DT_BRTH	Child's date of birth	Match with OSPI data	MM/DD/YYYY
DT_RMVL	Date child was first removed from parent's custody (start date)	Identify for OSPI the date CA has authority to make placement, legal and education recommendations for a child (Start date for CA case management decisions)	MM/DD/YYYY
DT_BGN	Date most current placement started	Identify when current placement started. When date is different from DT_RMVL or previous DT_BGN, this identifies that the child has changed placements and may be in a new school district or school. New information will be needed at this time.	MM/DD/YYYY
DT_END	Date placement ended	Identify when the current placement ended	MM/DD/YYYY
CD_END_RSN	Reason why a placement ended	Identify reason a placement has ended. This field will be null most of the time and will only populate when the placement end reason is trial return home, indicating the child has returned to their parent.	• Trial Return Home – Mother • Trial Return Home – Father • Trial Return Home – Legal Guardian
DT_DSCH	Date CA legal authority to make plans for a child has ended (end date)	Identify when CA can no longer receive data This field will be null 99% of the time. Once the DT_DSCH field is entered, the child is automatically removed from the population. This is an additional field to alert OSPI in the event a child comes over in the transmission for whom CA no longer has Placement and Care Authority.	MM/DD/YYYY

Exhibit B – Data Elements from OSPI to CA

Element ID	CEDARS field name	CEDARS data file	Purpose
A01	School Year	Location	Identify enrollment year
A02	County District Code	Location	Identify enrollment location
A03	District Name	Location	Identify enrollment location
A05	School Code	Location	Identify enrollment location
A06	School Name	Location	Identify enrollment location
B02	Serving County District Code	District Student File	Identify enrollment location
B05	SSID	District Student File	Identify student
B06	Last Name	District Student File	Identify student
B07	First Name	District Student File	Identify student
B08	Middle Name	District Student File	Identify student
B09	Date of Birth	District Student File	Identify student
B12	Gender	District Student File	Identify student
B13	Grade level	District Student File	Identify student's grade
B14	District Enrollment Date	District Student File	Identify student enrollment span
B15	District Exit Date	District Student File	Identify student enrollment span
B26	Grad Requirements Year	District Student File	Identify student academic progress
B27	Expected Grad ear	District Student File	Identify student academic progress
B28	GPA	District Student File	Identify student academic progress
B29	Credits Attempted	District Student File	Identify student academic progress
B30	Credits Earned	District Student File	Identify student academic progress
B36	PreferredLastName	District Student File	Identify student
B37	PreferredFirstName	District Student File	Identify student
C06	School Enrollment Date	School Student File	Identify student enrollment span
C08	School Exit Date	School Student File	Identify student enrollment span
C09	School Withdrawal Code	School Student File	Identify student enrollment span
C10	Is Primary School	School Student File	Identify school with primary responsibility for student
C12	Cumulative Days Present	School Student File	Identify student academic progress
I06	Attribute or Program Code	Student Attributes and Program File	Id student program participation
I07	Start Date	Student Attributes and Program File	Id student program participation
I09	Exit Reason Code	Student Attributes and Program File	Identify student special ed status
K06	LRE Code	Student Special Education Program File	Identify student special ed status
K08	Exit Date	Student Special Education Program File	Identify student special ed status

K09	Exit Reason Code	Student Special Education Program File	Identify student special ed status
K14	Program Start Date	Student Special Education Program File	Identify student special ed status
N06	Absence Date	Student Absence File	Identify student non-academic progress
N07	Absence Code	Student Absence File	Identify student non-academic progress
P06	Incident Date	Student Discipline File	Identify student non-academic progress
P07	Behavior Code	Student Discipline File	Identify student non-academic progress
P08	Corrective or Disciplinary Action Code	Student Discipline File	Identify student non-academic progress
P09	Corrective or Disciplinary Action Applied	Student Discipline File	Identify student non-academic progress
P10	Number of Corrective or Disciplinary Action Days	Student Discipline File	Identify student non-academic progress
P11	Incident ID	Student Discipline File	Identify student non-academic progress
P12	Weapon Type	Student Discipline File	Identify student non-academic progress
P13	Interim Alternative Education Setting	Student Discipline File	Identify student non-academic progress
P14	Emergency Expulsion	Student Discipline File	Identify student non-academic progress
P15	Emergency Expulsion Days	Student Discipline File	Identify student non-academic progress
P16	Other Behaviors	Student Discipline File	Identify student non-academic progress
P17	Academic Services	Student Discipline File	Identify student non-academic progress
P18	Behavior Services	Student Discipline File	Identify student non-academic progress
P19	Date Petition for readmission Submitted	Student Discipline File	Identify student non-academic progress
P20	Date Petition	Student Discipline File	Identify student non-academic progress
P21	Petition for Extension of an Expulsion	Student Discipline File	Identify student non-academic progress
P22	Date Re-engagement Meeting Held	Student Discipline File	Identify student non-academic progress
P23	Re-engagement Plan	Student Discipline File	Identify student non-academic progress

P24	Appeal Code	Student Discipline File	Identify student non-academic progress

Exhibit C – Verification File sent by OSPI to CA

Data Element	Definition	Purpose	Values
ID_PRSN	Unique CA person identification number	CA will use to match record back to Children's Administration Automated Child Welfare Information System	
SSID	OSPI Unique Student ID	Primary matching value	
NM_LST	Last name of child	Verify with OSPI data	
DT_BRTH	Child's date of birth	Match with OSPI data	
Verification	Field used to identify the status of the record	CA will use to review non-verified records and determine if they should be changed to a different status.	1=Verified; 2=Not Verified; 3=Override;

Exhibit D – Statement of Work: Using Data to Test the Exchange and Match of DSHS/CA and OSPI data

Introduction:

OSPI and CA are establishing a new process for the bi-lateral exchange of CA and OSPI data. Although CA and OSPI have shared this data in the past, the process specified in the contract is new. This process uses very strict criteria to match CA data to OSPI CEDARS data to prevent the misidentification of students as being in foster care and to prevent the inappropriate disclosure of education records to CA.

Purpose:

OSPI and DSHS/CA will test the data exchange process as outlined in the contract to ensure it is working as intended. OSPI and CA will test and verify the files they receive, they will test the verification process and results, and they will verify the process is identifying the students as intended.

Once a year, OSPI will assist CA in associating SSIDs to children/youth who did not get one associated with their record through the usual CA process. This primarily happens when a child has a CHET screen prior to being school aged, but could also occur in other circumstances. To assist in associating SSIDs OSPI has agreed to do a once a year match of CA to OSPI CEDARS data to associate SSIDs.

- CA will send OSPI a list of children/youth who meet the criteria for inclusion in the data exchange, but who do not have a SSID.

- OSPI will match these records to the OSPI CEDARS data to assign a SSID to the child/youth.

- No other education data will be associated with the record at this time.

- OSPI will return the records to CA with SSID attached.

- CA will send these records back to OSPI as part of the ongoing data exchange.

After the initial testing of the data exchange process and verification of the data match, OSPI and CA will perform periodic checks, at a minimum on a quarterly basis, of the process to ensure it is working as intended.

Statement of Work Effective Dates:

This Statement of Work is in effect for the full contract period beginning upon execution of the contract.

Exhibit E – SSID assignment by CA and SSID verification by OSPI

(1) Process for SSID assignment by CA.

To facilitate the assignment of a SSID, OSPI will provide access for up to twenty-five CA designated staff to OSPI's Student Record Exchange (SRX). The CA Education Program Manager will manage the requests, sending new requests and updates when staff's access is to be terminated to OSPI. To obtain access to the SRX, the CA Education Program Manager will send an email to OSPI Customer Support (customersupport@k12.wa.us) to request access. If OSPI approves access, OSPI will provide the CA designee the appropriate credentials for accessing the SRX for the sole purpose of looking up a SSID to assign to the foster care child/youth.

The following conditions apply to granting of this access:

1. CA must notify OSPI when a designee has terminated employment or no longer needs access to SRX for the sole purpose of looking up SSIDs.

2. SRX access will also be automatically terminated on August 15th of each year and will be re-instated upon request from CA and approval by OSPI.

(2) Process for SSID verification by OSPI.

OSPI will provide to CA a verification file that contains the student SSID, last name, date of birth, and the outcome of the verification process described below. The verification file is used in 2 ways: (1) to communicate the results of the match of the CA SSID to the OSPI SSID; and (2) for CA to review the results of the verification to determine whether matches that are not verified are accurately identified. Following is a description of the process:

1. OSPI will match the SSIDs provided by CA with the SSIDs in the CEDARS data system.

   (a) If the last name and date of birth is the same for the child/youth then OSPI will code the record as "**verified".**

   > *Example: 833455642 Laforge 8/1/2002*
   > *833455642 Laforge 8/1/2002*

   (b) If the last name and/or date of birth is not the same for the child/youth then OSPI will code the record as "**not verified".**

   > *Example: 842333666 Lindquist 7/31/2005*
   > *842333666 Lindquist 7/31/2004*

2. For records that are returned as "not verified, CA will review them to determine whether they should be matched. There are three actions that can be taken by CA based on the outcome of their review:

   (a) **Override the not verified outcome.** This is only used by CA headquarter staff when they have reviewed the "not verified" records and determined the student is the same regardless of the different last name and/or date of birth. The override action instructs OSPI to use the record to

link and provide back education data to CA even though the last name and/or date of birth fields did not match.

> *Example*   *821451321 Dave Forrest 9/22/2008*
> *821451321 David Forrester 9/22/2008*
>
> *CA Headquarters staff would determine that these 2 students are the same even though their last names are different and instruct OSPI to make the match by entering the override value in the verification file.*

(b) Fix the CA data that is sent to OSPI. This would be done by CA designees when they have reviewed the record that was returned as "not verified" and determined that inaccurate information was entered in CA's system. The CA designee would make the change in the CA data, which is then resent to OSPI as part of the ongoing data exchange.

> *Example*   *833142567 Escobar 10/31/2006*
> *833142567 Escobar 20/31/2006*

(c) **Leave the verification status as "not verified".** After reviewing the record, if the CA designee cannot determine that either the verification outcome needs to be overridden or that the CA data needs to be fixed, then the verification status would remain as "not verified".

3. The updated verification file will then be sent back to OSPI with the next submission. The updated verification file will include values for "override" and "not verified".

Exhibit F – Statement of Work: Using Data for Case Planning Under the Uninterrupted Scholars Act.

Introduction:

The Uninterrupted Scholars Act (Public Law 112-278) amends section 444 FERPA to permit educational agencies to disclose student's education records, without parental consent, to a caseworker or other representative of a state or local child welfare agency. Permitted uses of student education records received by CA under this agreement is limited to uses that inform case planning and placement decisions.

Purpose:

These following activities have been identified as permissible uses of education records under the Uninterrupted Scholars Act:

- The CA caseworker assigned to a case in which a child is a participant may use education records to do case planning.

- CA managers who supervise caseworkers, Child Health Education Tracking (CHET) workers, regional CA foster care education leads, and the DSHS/CA Education Program Manager may use education records to help case workers address the educational needs of foster children, including identifying educational barriers.

- Court appointed educational liaisons may use education records, and CA staff and their representative may include student record information in reports to the court where doing so addresses the educational needs of foster children.

- When an Indian child, as defined in 25 U.S.C. 1903 and RCW 13.38.040(7), is in CA's placement and care authority, the Indian child's tribe(s), as defined in 25 U.S.C. 1903 and RCW 13.38.040(9), may have access to the Indian child's education records to address the Indian child's education needs as authorized by RCW 13.38.120, RCW 26.44.030(7), and 25 C.F.R. 23.134.

- CA staff may provide CHET screen reports, which contain education records, to the child's caregiver, 42 USC 675(1)(G)(i) for case planning and assisting in placement decisions.

- CA staff may provide the child's education records to the child's caregiver or to a placement agency both at a child's initial placement as part of ongoing case planning. Authorized under 42 USC 675(1)(G)(i) and RCW 74.13.280, this ensures the educational stability of the child while in foster care.

- CA staff may use a child's education records in court reports submitted to the juvenile court, the child's guardian ad litem (GAL) or court appointed special advocate (CASA), the child's attorney if one is appointed, the child's parents, parent's attorney and the child's caregiver. GALs/CASAs must have access to all information available to CA pursuant to RCW 13.34.105(3). The court reports are required under RCW 13.34.110, RCW 13.34.120, and RCW 13.34.136.

- Shared Planning Meetings held to make critical decisions regarding the child's case planning, such as Family Team Decision Making Meetings (FTDMs) and permanency planning staffings

are regularly-held meetings at which a child's parents, caregivers, GAL/CASA, caseworkers, and others involved with the family come together to make critical decisions regarding the child's removal, changes in placement, and permanency. During these meetings, disclosures of a child's education records may take place if they are relevant to the decisions being made related to the care and placement of the foster child/youth.

- Interstate Compact on the Placement of Children (ICPC) packets to another state for out-of-state placement. The ICPC is a compact between states, whereby states agree to provide home studies, services, and placement supervision for children placed within their borders. *See* chapter 13.24 RCW. CA may disclose education records to those receiving states in which a child may potentially be placed for the purpose of ensuring that the child's education needs are met and that, if the child is placed out-of-state, there will be minimal disruption in education.

- CA may make disclosures of education records to Treehouse solely for the purposes of addressing the educational needs of children in CA's placement and care authority as well.

- To the Office of the Family and Children Ombuds (OFCO) for purposes related to the education of an identified foster children/youth.

- To near fatality review teams when it directly relates to the education outcomes of identified child.

- To a child who has reached 18 years of age.

- To the child's parent, or to the child's legal guardian.

This Statement of Work **does not authorize**, CA to disclose educational records obtained from OSPI for the following purposes:

1. To OFCO – for purposes unrelated to the education of foster children/youth, or program improvement.

2. To near fatality review teams, for purposes unrelated to the education of the foster child/youth.

3. To fatality review teams.

4. To the governor and legislature.

5. In response to Public Disclosure requests.

Statement of Work Effective Dates:

This Statement of Work is in effect for the full Agreement period beginning upon execution of the Agreement.