

INTERAGENCY AGREEMENT

Transportation Plan to Ensure School Stability for Students in Foster Care

"Placement Agencies"	Santa Clara County Department of Family and Children Services Social Services (DFCS)
"SCCOE FYSCP"	Santa Clara County Office of Education, Foster Youth Services Coordinating Program
"Districts"	Participating Santa Clara County School Districts

Intent

It is the intent of the parties that this Agreement function as the procedures governing how

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transportation to maintain foster youths in their school of origin when it is in their best interest will be provided, arranged, and funded for the duration of their time in foster care, as required by the Every Student Succeeds Act ("ESSA") (114 P.L. 95, 129 Stat.1856). The agreement will be in effect for the period from July 1, 2019 through June 30, 2020 and will be renewed and/or amended as detailed below. (See X (2))

Definitions and Scope

The parties agree to the following definitions as part of this agreement: See Appendix A. The parties agree to the following scope of this agreement:

I. Students Entering Foster Care and Best Interest Determination

1. Upon a youth entering into foster care, the Placement Agency Social Worker/ Probation Officer will review the "Best Interest Checklist"² in consultation with the student (if applicable) and their Educational Rights Holder (ERH) to determine whether it is in the best interest of the student to remain in his or her school of origin. The Placement Agency will notify the School District of Origin's³ Foster Youth Point of Contact⁴ via email within two school days upon learning that a foster youth has been placed into foster care or will be moved to a new foster care placement.
2. When it is determined to be in a student's best interest to remain in his or her school of origin, the identified School District and Placement Agency will collaborate under this agreement to establish the most cost-effective transportation arrangements available for the student within five school days of the best interest determination⁵ being made.

II. Districts Foster Youth Liaisons: Assess Available Options to Address Transportation Needs

¹ See Appendix A for definition

² See Appendix D

³ See Appendix A for definition

⁴ See Appendix A for definition

⁵ See Appendix A for definition

1. If no decision is made regarding the “Best Interest Checklist” regarding the school of origin, the District POC; Foster Youth Liaison (FYL)/ Administration or SCCOE

FYSCP will:

- A. Request in writing the outcome of the “Best Interest Checklist” determination from Placement Agency
 - B. In collaboration with the District Foster Youth Liaison Point of Contact (POC) assess whether the child is eligible for transportation services under another entitlement, such as a related service included in their IEP or 504 Plan.
 - C. Request that the district provide and fund transportation if the student is eligible under Title I funds, as provided by the Every Student Succeed Act (ESSA), or the Individuals with Disabilities Education Act (IDEA).
2. District will examine existing transportation options available for the student; no-cost or low-cost options, use of train, bus vouchers or tokens, including incorporating the student into an existing bus route, or modifying an existing bus (Especially for foster youth in Special Education, consider siblings in scenario). Transportation will be provided and funded by District if such a solution is available.
 3. Districts will collaborate to provide transportation to the School of Origin when a foster youth resides outside of the boundaries of the School District of Origin. This can include but is not limited to Districts modifying and connecting cross-district routes, or one District providing transportation to the school of origin, while the other provides transportation from the school of origin.
 4. Districts shall pay 50% of costs, above the regular cost to transport, related to transporting Foster Youth to remain at their school of origin under ESSA guidelines. Placement Agency shall pay the remaining 50% of the cost related to transporting Foster Youth to remain at their school of origin under ESSA guidelines.
 5. District POC will notify Placement Agency caseworker and SCCOE FYSCP via email when the above-mentioned options are not available, or when further collaboration is necessary to set-up transportation.

III. Placement Agency: Assess Available Options to Address Transportation Needs

When the District has exhausted available no-cost and low-cost options as referenced in section III above, the Placement Agency will take the following steps:

- A. DFCS will provide VTA bus passes when appropriate (unless public transportation unavailable and necessary to the Foster Youth to remain at their school of origin under

ESSA guidelines).

- B. If the student is eligible for Title IV-E funds⁶, Placement Agency will seek reimbursement for the allowable portion of those transportation costs.
- C. Placement Agency will assess whether resources are available for foster care parents to provide transportation with mileage reimbursement to the School of Origin; to a stop on the School of Origin's existing bus route; provision of bus passes or public transportation vouchers. Transportation will be provided and funded by Placement Agency if such a solution is available.
- D. Placement Agency will assess whether resources are available for Group Homes or Short- Term Residential Therapeutic Program's (STRTPs) and Foster Family Agencies to provide transportation to the School of Origin.
- E. Placement Agency shall pay the remaining 50% of costs related to transporting Foster Youth to remain at their school of origin under ESSA guidelines and as appropriate to this agreement.
- F. Placement Agency will notify the District and SCCOE FYSCP via email if none of the above-mentioned options are available and further collaboration or assistance with School District is needed.

IV. Resolve Remaining Obstacles and "Additional Costs"⁷

1. If all actions outlined in sections II, III and IV above have been taken and there remains a need to work out further details in order to arrange transportation, the District of the school of origin will be responsible for making the final transportation arrangements, and District agrees to pay "additional costs."

As part of developing and implementing its transportation arrangements, an LEA must address any additional costs incurred in providing transportation to maintain children in foster care in their schools of origin. (See ESEA section 1112(c)(5)(B)(ii)). Additional costs incurred in providing transportation to the school of origin should reflect the difference between what an LEA otherwise would spend to transport a student to his or her assigned school and the cost of transporting a child in foster care to his or her school of origin.

2. Any District or Placement Agency may choose at any time to voluntarily share in this cost or take sole responsibility for such costs.

⁶ To be eligible for Title IV-E reimbursement, the child must meet all eligibility requirements under Title IV-E of the Social Security Act for foster care. For more information on what makes a child "IV-E eligible," please refer to the "Foster Care & Education Issue Brief," page 8.

⁷ See Appendix A for definition

3. Any District or Placement Agency shall have the right under this agreement to provide an alternate form of transportation at a lower cost as long as it serves the child's best interest.

V. Timing of Implementing Transportation

1. District will have five school days after the best interest determination has been finalized to put needed transportation in place. In the interim, the Placement Agency and the District will provide transportation per 34 CFR 299.13(c) (1)(ii).

VI. Duration of Transportation

1. Transportation will be provided for the duration of the child's time in foster care as long as it continues to be in the child's best interest to remain in the school of origin.
2. If a child exits foster care before the end of a school year, transportation to the school of origin will be maintained through the end of the school year by the district of origin as arranged in the existing plan in order to maintain the child's educational stability, when possible and in spirit of this Memorandum of Understanding. The placement agency is no longer responsible for transportation and or funding the transportation.
3. If the court's jurisdiction ends during an academic year and the child is in kindergarten or grades 1 through 8, inclusive, the rights to remain in the school of origin lasts through the end of that academic year. If the court's jurisdiction ends while the youth is in high school, the right to remain in the school of origin lasts through graduation. *EC 48853.5(e)(1)-(4)*. Transportation cost would be paid by the district once the court closes the case with DFCS.

VII. Foster Youth Enrolled Out of County, or Under the Jurisdiction of an Out of County Juvenile Court

- a) Transportation arrangements for students in foster care and under the jurisdiction of a county other than Santa Clara:
 1. SCCOE FYSCP will notify the Santa Clara County School District of Origin immediately upon learning that a foster youth enrolled in their district, and under the jurisdiction of another county, will be moved to a new foster care placement.
 2. SCCOE FYSCP will provide the caseworker's contact information to the District Foster Youth Point of Contact whenever possible in order to facilitate communication between the other county agency and the District.

3. SCCOE FYSCP will provide a copy of this agreement to the other county's Placement Agency for reference.
 4. Whenever possible, District will apply these procedures in order to provide transportation to the School of Origin.
- b) Transportation Arrangements for Santa Clara County foster youth enrolled in schools outside of Santa Clara County:
1. Placement Agency will notify the school of origin within two school days upon learning that a foster youth enrolled in school outside of Santa Clara County will be moved to a new foster care placement.
 2. Whenever possible, Placement Agency and District will apply these procedures in order to provide transportation to the School of Origin.

VIII. Dispute Resolution

- a) If District and Placement Agency cannot resolve a dispute about transportation costs, they will follow this procedure:
1. Districts and Placement Agencies must make every effort to collaborate in serving children in foster care. When a dispute arises between the agencies over paying the costs of transportation, the District and Placement Agency must make every effort to resolve the dispute collaboratively at the local level.
 2. Under no circumstances shall the dispute delay or interrupt the provision of transportation for a child to the School of Origin. To ensure no such disruption, the agency that had been paying for transportation prior to the dispute will continue to pay until the dispute is resolved. If transportation was not provided previously, the District of the School of Origin will arrange and provide the transportation and the Placement Agency will reimburse the District for additional costs, while payment disputes are being resolved.
 3. Disputes between Districts and Placement Agencies regarding implementing the local transportation procedures, calculating and paying for additional costs of transportation to the School of Origin for children in foster care, or other inter-agency transportation disputes will be resolved by a three-person panel including a Santa Clara County Office of Education (SCCOE) representative, a District representative, and a representative of the Placement Agency (EdSu).
 4. Either a District or a Placement Agency can bring a transportation payment dispute to SCCOE by submitting a dispute resolution request to the SCCOE Foster Youth Coordinator to arrange an inter- agency Administrative Panel Hearing, in an email with the subject "Foster Child Transportation Dispute." The dispute resolution request must include:
 - A complete explanation of the basis of the dispute, with all pertinent facts.

- The name and contact information of the people who have been addressing the dispute thus far on behalf of both the District and the Placement Agency (phone, email and mailing address).
- Details of how the agencies have attempted to resolve the dispute at the local level prior to appealing to the Santa Clara County Office of Education.

5. Within ten (10) school days (reasonably between the sending and receiving school districts) of receipt of the dispute resolution request, the SCCOE Foster Youth Coordinator will contact the party that did not submit the request (either the District or Placement Agency) identifying the subject matter of the dispute and inviting that party to submit any information pertinent to the dispute. The party will have ten (10) school days to submit its explanation of the dispute, with all pertinent facts. Documents submitted by either party after the applicable deadlines will not be considered.

6. The panel shall make a final decision within thirty (30) school days of receiving all Information related to the dispute. The SCCOE Foster Youth Supervisor will forward the written decision and an explanation of that decision to the appropriate parties at both the District and Placement Agency. The Decision shall be the final resolution.

b) If a foster youth, Educational Rights Holder, biological parent, foster parent, or another representative of a foster child wishes to file a complaint, they will follow this procedure:

1. In regard to the transportation arrangements that have or have not been made on the child's behalf, a complaint shall be made through the Uniform Complaint Procedures (UCP) process. Each District must adopt UCP compliant policies and procedures consistent with the *California Code of Regulations*, Title 5 Sections 4600-4687, and designate a staff member to be responsible for receiving, investigating and resolving complaints. This information is commonly found on a District's website, but the District foster care point of contact can also be contacted to provide the details of their District's policy.

c) The following shall apply while either of the above-mentioned complaint processes are being conducted:

1. The child shall remain in the School of Origin as required by ESSA.
2. Transportation shall be provided as agreed to in Sections I-VI and VIII above while the dispute process is pending.

IX. Termination

1. Any party may terminate this agreement without penalty by providing thirty (30) school days' written notice. Notice shall be deemed served on the date of mailing to the following address:

**Santa Clara County FYSCP
ATTN: Joann Vaars
1290 Ridder Park Drive, MC213
San Jose, CA 95131**

2. The parties agree that amendments may only be made through mutual consent of the parties hereto, and normally only prior to the renewal of said agreement, which shall happen **AUTOMATCALLY July 1** of each year in the absence of amendments or withdrawals.

Department Heads of Authorized Designees:

_____ Dr. Ayindé Rudolph Superintendent Mt. View Whisman School District	_____ Signature	_____ Date
_____ Dr. Mary Ann Dewan Superintendent Santa Clara County Office of Education	_____ Signature	_____ Date
_____ Laura Garnette Chief Santa Clara County Juvenile Probation Department	_____ Signature	_____ Date
_____ Robert Menicocci Director Santa Clara County Department of Social Services	_____ Signature	_____ Date

Appendix A: Best Interest Determination Form

The Education Rights Holder, with input from the social worker/probation officer, the student and when time permits the school district's AB 490 Foster Youth Liaison should consider the following factors to assess whether it is in the student's best interest to remain in his or her school of origin. Identify school options, select school choice, and identify reason(s) for selection. If need assistance consult Educational Services Unit.

Child/ Youth Name:

DOB:

Grade:

Option 1 Remain at Current School (School of Origin)		Option 2 Transfer to New School Near Placement		Option 3 Transfer to Other School Attended in Prior 15 Months (School of Origin)	
<input type="checkbox"/>	Student preference Student wants to remain in the same school. Y/N? _____	<input type="checkbox"/>	Student preference Student wants to transfer to new local school. Y/N? _____	<input type="checkbox"/>	Student preference Student wants to attend this school. Y/N? _____
<input type="checkbox"/>	Length of attendance/strong ties ____ Mos/Yrs? Student attended this school for an extended period of time and developed strong ties (friends, teachers/staff, and extracurricular activities).	<input type="checkbox"/>	Length of attendance/strong ties. Student attended prior school for a brief period of time. Y/N? _____	<input type="checkbox"/>	Length of attendance/strong ties Student previously attended this school for an extended period of time and developed strong ties; or matriculating into this school would preserve strong ties. Y/N? _____
<input type="checkbox"/>	Academics School is best able to meet student's needs (sustain strong academic performance or help student if underperforming). Y/N? _____	<input type="checkbox"/>	Academics New local school is best able to meet student's needs. Y/N? _____	<input type="checkbox"/>	Academics This school is best able to meet student's academic needs. Y/N? _____
<input type="checkbox"/>	Special needs, is transportation included, Y/N? _____ School is best able to meet special needs (e.g. IEP, school-based mental health services, English Learner program, child care for parenting students, etc.).	<input type="checkbox"/>	Special needs New local school would better meet special needs. Y/N? _____	<input type="checkbox"/>	Special needs This school would best meet special needs. Y/N? _____
<input type="checkbox"/>	Consider timing of transfer? Beginning <input type="checkbox"/> Mid <input type="checkbox"/> End <input type="checkbox"/> Consider Grade Level: Elementary <input type="checkbox"/> Middle High <input type="checkbox"/> High School <input type="checkbox"/> Student would have to change schools mid-year, during testing, etc.	<input type="checkbox"/>	Consider timing of transfer? Beginning <input type="checkbox"/> Mid <input type="checkbox"/> End <input type="checkbox"/> Consider Grade Level: Elementary <input type="checkbox"/> Middle High <input type="checkbox"/> High School <input type="checkbox"/> Student would have to change schools mid-year, during testing, etc.	<input type="checkbox"/>	Consider timing of transfer? Beginning <input type="checkbox"/> Mid <input type="checkbox"/> End <input type="checkbox"/> Consider Grade Level: Elementary <input type="checkbox"/> Middle High <input type="checkbox"/> High School <input type="checkbox"/> Student would have to change schools mid-year, during testing, etc.
<input type="checkbox"/>	Commute time (assuming fastest method of transportation) _____ Mins/Hrs? Commute is not so long as to negatively affect the student, and student is willing to commute.	<input type="checkbox"/>	Commute time (assuming fastest method of transportation) _____ Mins/Hrs? Commute time will negatively affect the student, in light of student's age, needs, and activities.	<input type="checkbox"/>	Commute time (assuming fastest method of transportation) _____ Mins/Hrs? Commute to this school is not so long as to negatively affect the student, and student is willing to commute.
<input type="checkbox"/>	Length of anticipated stay _____ Mos/Yrs? The student's placement is temporary or uncertain, so staying in prior school will provide continuity. (consider reunification)	<input type="checkbox"/>	Length of anticipated stay _____ Mos/Yrs? The student's placement appears likely to be permanent or long-term, so the student will benefit from transitioning to new local school. (consider reunification)	<input type="checkbox"/>	Length of anticipated stay _____ Mos/Yrs? This school is best option in light of anticipated length of placement and student's permanent plan. (consider reunification)
	Other factors Number of past school changes; siblings' school placement; influence of school climate on student, etc.		Other factors Number of past school changes; siblings' school placement; influence of school climate on student, etc.		Other factors Number of past school changes; siblings' school placement; influence of school climate on student, etc.

Appendix B: Points of Contact

School District	FYS Liaison	Email	Phone #
Alum Rock Union Eleme SD	Sandra Garcia	sandra.garcia@arUSD.org	(408) 928-6935 / 928-6593
Berryessa Union SD	Lidia Vazquez	lvazquez@busd.net	(408) 923-1886
Cambrian SD	Jan Stead	normand@cambriansd.com	(408) 377-2103 x 121
Campbell Union Elementary	Rosanna Palomo	rpalomo@campbellUSD.org	(408) 341-7285
Campbell Union High School	Abra Evanoff	aevanoff@cuhSD.org	(408) 371-0960 x 2016
Cupertino Union SD	Debbie Textor	textor_debbie@cupertino.k12.ca.us	(408) 252-3000 x 61116
Department of Family & Children Services	Educational Services Unit	Edsu@ssagov.org	
East Side Union High SD	Jennifer Casel	caselj@esuhsd.org	(408) 347-5202
Evergreen SD	Ruth Stevens Radle	rradle@eesd.org	(408) 270-6840
Franklin-McKinley SD	Jennifer Klassen	jennifer.klassen@fmsd.org	(408) 283-6053
Fremont Union High SD	Alison Coy/Jessica Wu	alison_coy@fuhSD.org/jessica_wu@fuhSD.org	(408) 522-2275 (408) 522-2276
Gilroy Unified SD	Lisa Lorona	Lisa.lorona@gilroyunified.org	(408) 848-7122
Lakeside Joint SD	Shameram Karim	skarim@lakesidelosgatos.org	(408) 354-2372
Loma Prieta Union SD	Lisa Fraser	l.fraser@loma.k12.ca.us	(408) 353-1101
Los Altos School District	Erin Green	egreen@lasdschools.org	(650) 947-1187
Los Gatos Union SD	Marla Rodriguez	mrodriguez@lgusd.k12.ca.us	(408) 335-2040
Los Gatos-Saratoga Joint SD	Heath Rocha	hrocha@lgsuhsd.org	(408) 354-2520 x 232
Luther Burbank SD	Nicholas Laskowski	nlaskowski@lbsd.k12.ca.us	(408) 295-2450 x 236
Milpitas Unified SD	Nicole Steward	nsteward@musd.org	(408) 635-2800 x 4191
Moreland SD	Theresa Molinelli	tmolinelli@moreland.org	(408) 874-2951
Morgan Hill Unified SD	Jessie Swift	swiftj@mhusd.org	(408) 201-6068
Mount Pleasant SD	Laurie Clarke-Breton	lclarque@mpesd.org	(408) 223-3740
Mt. View Whisman SD	Priscila Bogdanic	pbogdanic@mvwsd.org	(650) 526-3500 x 1120
Mt. View-Los Altos USD	Alba Garza	alba.garza@mvla.net	(650) 691-2430
Oak Grove SD	Oscar Ortiz	oortiz@ogsd.k12.ca.us	(408) 227-8300 x 100264
Orchard SD	Megan Jalahi	mjalahi@orchardsd.org	(408) 944-0388 x 102
Palo Alto Unified SD	Lisette Moore-Guerra	Lmoore-guerra@paUSD.org	(650) 329-3722
San Jose Unified SD	Dane Caldwell-Holden	dcaldwellholden@sjusd.org	(408) 535-6000 x 13227
SCCOE – FYSCP Coordinator	Joann Vaars	jvaars@sccoe.org	(408) 453-6982
SCCOE	Marilyn DeRouen	marilyn_derouen@sccoe.org	(408) 453-6823
Santa Clara Unified SD	Ben Gonzales	bgonzales@scusd.net	(408) 423-2115
Saratoga Union SD	Roberta Zarea	rzarea@saratogaUSD.org	(408) 867-3424 x 206
Sunnyvale SD	Jeremy Nishihara	jeremy.nishihara@sesd.org	(408) 522-8200 x 1010
Union SD	Johanna Reveno	revenoj@unionsd.org	(408) 377-8010 x 44208

Appendix C: References

- ESSA Foster Care Non-Regulatory Guidance
- California Education Code 48853.5
- Public Law 114-95
- Public Law 110-351
- All County Letter 17-24 (2017) All County Letter 12-70 (2012) All County Letter 11-51 (2011) All County Letter 10-12 (2010)

Appendix D: Definitions

Additional Costs: Costs incurred in providing transportation to the school of origin reflect the difference between what an LEA otherwise would spend to transport a student to his or her assigned school and the cost of transporting a child in foster care to his or her school of origin. For example, if the LEA provides transportation through an established bus route, there is no additional cost. If the LEA provides special transportation only for the child in foster care (e.g., through a private vehicle or transportation company), the difference between the special transportation costs and the usual transportation costs can be considered additional. If the LEA must re-route busses to transport a child in foster care to one of its schools, the cost of this rerouting can be considered additional cost.

Best Interest Determination: Under federal and California law, a child in foster care shall remain or enroll in his/her school of origin, unless a determination is made that it is not in the child's best interest to attend the school of origin. Factors to consider when determining if maintaining school of origin enrollment is in the foster student's best interest include but are not limited to: preferences of the child; preferences of the child's parent(s) or education decision maker(s); the child's attachment to the school, including meaningful relationships with staff and peers; placement of the child's sibling(s); influence of the school climate on the child, including safety; the availability and quality of the services in the school to meet the child's educational and socio-emotional needs; history of school transfers and how they have impacted the child; how the length of the commute would impact the child, based on the child's developmental stage.

Foster Youth: Pursuant to recent revisions to *EC* Section 42238.01(b), the following children and youth are considered "foster youth" for purposes of the LCFF:

- A child or youth who is the subject of a petition filed under *Welfare and Institutions Code (WIC)* Section 300 (meaning a court has taken jurisdiction over a child and declared the child to be a dependent of the court due to the presence or risk of abuse or neglect). This includes both children who are living at home while a dependent of the court as well as children who the court has ordered to be removed into the care, custody and control of a social worker for placement outside the home.
- A child or youth who is the subject of a petition filed under *WIG* Section 602 (meaning a court has taken jurisdiction over a child and declared the child to be a ward of the court due to the child's violation of certain criminal laws) *and* has been ordered by a court to be removed from home pursuant to *WIG* Section 727 and placed in foster care as defined by *WIG* Section 727.4(d).
- A youth between ages 18 and 21 who is enrolled in high school, is a non-minor dependent under the placement responsibility of child welfare, probation, or a tribal organization participating in an agreement pursuant to *WIG* Section 10553.1, and is participating in a transitional living case plan.

Placement Agency: County Child Welfare Services or County Juvenile Probation, whichever has jurisdiction over a foster youth's court case.

School of Origin: Per California Education Code Section 48853.5 (g), the school that the foster child attended when permanently housed or the school in which the foster child was last enrolled. If the school the foster child attended when permanently housed is different from the school in which the foster child was last enrolled, or if there is some other school that the foster child attended with which the foster child is connected and that the foster child attended within the immediately preceding 15 months, the educational Point of Contact, in consultation with, and with the agreement of, the foster child and the person holding the educational rights

make educational decisions for the foster child, shall determine, in the best interests of the foster child, the school that shall be deemed the school of origin.

School District of Origin: The District that operates the School of Origin.