

Sonoma County



INTERAGENCY AND COMMUNITY AGREEMENT

For the coordination and tracking
of County compliance with the

2001 MCKINNEY-VENTO HOMELESS EDUCATION
ASSISTANCE IMPROVEMENTS ACT

AND THE

2004 CALIFORNIA ASSEMBLY BILL – AB 490

as it relates to foster youth
residing in
Sonoma County

Introduction:

When the state of California made AB 490 law, not all of its provisions were spelled out in detail. Several Sonoma County agencies concluded that it would be helpful to specify procedures, definitions, and forms under AB 490. Those agencies met regularly for more than two years to develop these processes. This document is the result and is based on a similar agreement developed in San Luis Obispo County. While much of this document lays out the specific processes and agreements between the agencies, it can also be used as a guide for how AB 490 works in Sonoma County.

- 1) There is a chart on page 10 that lays out the sequence for AB490 in Sonoma County.**
- 2) The Glossary of AB 490 terms is on page 2**

Legislative Intent

McKinney-Vento Homeless Assistance Act, Subtitle VII-B

Reauthorized by the No Child Left Behind Act of 2001 and Filed into Federal law January 2002

“...each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education....”

“Homeless children and youths shall have access to the education and other services that such children and youths need to ensure that such children and youths have an opportunity to meet the same challenging State student academic achievement standards to which all students are held.”



AB 490 – State of California Assembly Bill

Filed into State law October 12, 2003

“Pupils in foster care and those who are homeless, as defined by specified federal law (*McKinney-Vento*), have a meaningful opportunity to meet the academic achievement standards to which all pupils are held, are placed in the least restrictive educational programs, and have access to academic resources, services, extracurricular and enrichment activities as all other pupils.” AB 490
Legislative Counsel’s Digest (2)

“In fulfilling their responsibilities to pupils in foster care, educators, county placing agencies, care providers, advocates, and the juvenile courts shall work together to maintain stable school placements...” AB 490 Sec. 15, 16000(b)

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INTERAGENCY AGREEMENT

This Agreement for The Coordination and Tracking of County Compliance with the McKinney-Vento Homeless Assistance Act of 2001 and the California Assembly Bill 490, as they relate to foster youth in Sonoma County, is entered into this _____ (date) with

The Sonoma County Office of Education, herein called "SCOE"

And

Placing agencies, which includes:

- Sonoma County Department of Human Services

And

Sonoma County Department of Probation

And

Educational Partners, which includes:

- Special Education Local Plan Area (SELPA)

Sonoma County Mental Health

All parties listed above are collectively referred to as "Participant" or "Participants"

These Participants agree to collaborate and cooperate together for the educational benefit of foster youth in Sonoma County.

SCOPE OF AGREEMENT

The Participants have mutually agreed to develop a plan for the purpose of providing improved educational outcomes for students in foster care. The Participants will work together to ensure students' health and educational records are current and accurate, that transfer of records occurs in a timely manner, that disputes regarding transportation or service delivery are resolved promptly, and that students in foster care are educated in the appropriate educational placement in the least restrictive environment. (Ed. Code 48850 & 49069.5, Gov. Code 7579.1.)

APPLICABILITY

Youth ages 4-21, who are in Foster Care and reside in Sonoma County.

Glossary of AB 490 terms:

Dispute: A process started after a student's Educational Guardian disagrees in writing with the School of Origin's Foster Student Liaison's written recommendation that it is in the student's best interest to change schools.

Dispute Resolution: After the educational guardian declares a disagreement in writing with the School of Origin's recommendation, the matter is referred to either Alternative Dispute Resolution or the Juvenile Court Commissioner.

Educational Rights Holder: A child's biological parents both hold that student's educational rights until a court specifically takes them away. When this happens the court will appoint a responsible adult pursuant to Welfare and Institutions Code 361 or 772.

In these circumstances, the court may also grant educational rights to a non-biological parent to a grandparent, step parent, or family friend who has not legally adopted the child. The courts may also name an educational surrogate, usually a non-relative, who does not live with the child to represent that child's educational interests. There are also situations when a legal parent has not been stripped of educational rights, but the court retains custody of the child. By law, if a child is living in a group home or other conjugate care facility, the operator and employees of that facility may not hold the student's educational rights.

When a child reaches the age of eighteen, the student automatically becomes the holder of his or her own educational rights absent specific provisions that state otherwise. The student also ceases to be a foster child at that point.

Under this agreement, the educational rights holder is the only individual who may challenge the foster student educational liaison's recommendation on behalf of the student. The agencies involved in this agreement have determined that several situations, e.g. recent allegations of child abuse or sudden abandonment, can confuse matters greatly. The parties have agreed that the student's case worker with the Department of Human Services will be responsible for identifying the educational rights holder pending any AB 490 determination. If there are any doubts about the identify of this individual during this period, the case worker will seek guidance from the juvenile court.

Foster Student: A foster student is any child who does not have a parent able to make legal decisions without the oversight of a juvenile court or other public agency. (Education Code 48853.5) These include students who,

1. Have been removed from their home pursuant to Welfare and Institutions Code 309 (investigation and release of child)
2. Are subject to petition filed under Welfare and Institutions Code 300 (jurisdiction of juvenile court) or 602 (minor ward of court, violating law)

3. Have been removed from the home and are subject of a petition filed under Welfare and Institutions Code 300 or 602.

A student's status as a foster child can be temporary, for instance when they are in the custody and control of the juvenile courts or pending an investigation of the home by the Department of Human Services. In both those instances, the student may have biological or adoptive parents who retain educational rights in some form pending the proceedings. A foster child's status as such may also be longer term. In these instances, the child remains a foster child until reunification with the parent or adoption.

(Special note)

Status Change as a Foster Child during a school year: Very occasionally, a foster student not only moves out of the sending area of his/her school of origin during the school year, but also ceases to be a foster child. In most but not all cases, this will mean that the student once again will be living close to his/her school of origin again anyway.

Under AB 490, there is no legal right to a school of origin for students who are not Foster Children. Once a student ceases to be a foster child, his/her only right (outside the IEP process or inter or intra district transfer) to attend a public school is to the neighborhood school serving the new permanent residence.

There may be strong reasons for that student to stay in a "school of origin" in these circumstances. In some cases, the student may have moved to the new school and may be doing well there then is returned to a parent who lives in the former school of origin. The agencies have agreed to work together to optimize educational stability for students in these unusual situations.

Foster Student Educational Liaison: Under AB 490, all school districts must designate a Foster Student Educational Liaison who expedites the transfer of records, coordinates the District recommendation for placement after a move, and declares when dispute resolution is necessary, and serves as a single point of contact for the District on all matters related to students who are Foster children. The liaison also finalizes transportation arrangements when a student stays in the school of origin for any reason. A list of these liaison's is posted on the Sonoma County Office of Education's Website. (Education Code 48853.5, 4864.5)

School of Origin:

The school attended by the foster youth when permanently housed or the school in which the student was last enrolled. If the student attended more than one school in the previous fifteen months, the Foster Student Educational Liaison in consultation with the Educational Guardian will identify the school that provided the student with the greatest sense of continuity. (Education Code 48853.5)

School Year: The school year is defined as the regular school year. If the student has an IEP then the "remainder of the school year" can include the extended school year, but this is at the discretion of the Foster Student Educational Liaison and should be specifically

covered in the written recommendation. For Districts that use a year round calendar, regular school year is defined as the end of that grading period that would normally precede promotion to another grade level.

Right to School of Origin: Under AB 490, the Educational Rights Holder has the right to keep the student in the school of origin for the remainder of the regular school year (or extended school year if student has the service designated on his/her IEP) during any dispute about placement.

Temporary Emergency Shelter: Sonoma County maintains the Valley of the Moon Children's Center to serve students pending emergency situations including abuse investigations, trauma, sudden non-criminal changes in the child's own behavior, or sudden unavailability of the regular caregiver. The length of a child's stay at Valley of the Moon can vary widely, but most of the children placed there stay less than two weeks. To accommodate the educational needs of students who may be at Valley of the Moon longer than a day or two, the Shelter maintains a school of its own. Almost all of the children at Valley of the Moon are legally foster children, at least temporarily.

This poses some unique problems under AB 490. Because of the legislation has no specific provisions for students in temporary shelters, this agreement has special protocols for students while placed at Valley of the Moon that deal with the often very temporary nature of these students status as foster children and the length of their stay away from their school of origin. The protocol for Valley of the Moon is attached to this document on page 35.

Transportation: Includes any means that the District identifies to safely and reliably get a student to and from his/her school of origin in a reasonable amount of time.

DELIMITATION OF RESPONSIBILITIES

A. Responsibility of the Local Education Agency (LEA)

1. LEA's will appoint a School Educational Liaison for each school district. AB 490 Sec. 4 & Ed Code 48853.5(b)
2. The School Educational Liaison will act as a conduit through which foster youth health and education information will be received and disseminated.
3. Upon notification from the Juvenile Court requesting the appointment of a designated surrogate parent/responsible adult, School Education Liaison's of the student's school of origin will respond to the court with a decision in no more than 21 days from request.
4. School Educational Liaisons will participate, in an advisory role, in educational placement decisions in consultation with the youth and the person holding educational rights. AB 490 & Ed. Code 48850(b), 48853.5(c)
5. Educational decisions will be made in the best interest of foster youth. Ed. Code 48850(a)
6. If a School Educational Liaison of the student's school of origin wishes to recommend that a youth not continue in the same school, he/she must provide the youth and the person holding the educational rights with a written explanation stating the basis for the decision within two school weeks of the request. AB490 Sec. 4 & EC 48853.5 (d)(3)
7. A dispute arises when the student's educational rights' holder disagrees with the school of origin's educational Liaison's written recommendations and plans. The educational rights holder must notify the school in writing of this disagreement within one week of the written recommendation.
8. If a dispute arises regarding whether the youth can remain in the same school of origin, the School Educational Liaison will ensure youth shall be allowed to remain in his/her school of origin until the dispute is resolved. AB 490 Sec. 2 & EC 48853(c)
9. Foster youth will be allowed immediate enrollment following a change in schools without regard to proof of residency, immunizations, academic or medical records, school uniforms or other documentation. EC 48853.5(d)(B) Agencies involved in this agreement will cooperate to facilitate the exchange of said records.
10. The District's Foster Youth Educational Liaison will coordinate with appropriate parties to ensure that a foster youth's grades are not lowered due to absences caused by placement changes, attendance at a court hearing, or other court ordered activities. EC49069.5(g-h)
11. The District's Foster Youth Educational Liaison will work with the school's registrar to ensure credit to foster youth for full or partial coursework satisfactorily completed while attending another public school, juvenile court school, or nonpublic, nonsectarian school. The county has a suggested table of credit hour equivalencies. (Appendix Attached Chart) AB 490 Sec. 1 and Ed. Code 48645.5

12. Upon learning that a youth will be transferring to a new district, the School Educational Liaison where the youth currently resides will immediately, in a time period not to exceed 2 work days, contact their counterpart in the new district to coordinate transfer. AB490 Sec. 4 & Ed. Code 48853.5(b)(2)
13. School Educational Liaisons will make best efforts to ensure that a youth's academic records are transferred within 2 days of notification of transfer to new district. AB490 Sec. 48853(b)(2); 49069.5(d)
 - a. Student's seat time
 - b. Full or partial credits earned
 - c. Classes taken
 - d. Grades
 - e. Immunizations
 - f. Special education plan, Individual Education Plan (IEP), 504 plan, evaluation information
14. LEA's will provide Placing Agency staff access to youth's school records without parental consent or court orders consistent with all state and federal laws and any standing court orders that deal with access to educational records. EC49076(a)
15. School Educational Liaisons will ensure and facilitate proper school placement, enrollment, and checkout from school.
16. Disputes will be resolved by the juvenile court commissioner and/or the Sonoma County Alternative Dispute Resolution system.

B. Responsibility of the SCOE - School and Court Liaison

1. SCOE will work through their Educational Services Division – School and Court Liaison to ensure each district has a designated School Educational Liaison.
2. The School and Court Liaison will maintain and provide to Placing Agencies an up to date list of School Educational Liaisons.
3. The School and Court Liaison will keep an up to date list of contact information for individuals involved in this agreement.
4. The School and Court Liaison will schedule and inform Participants of AB 490 Advisory Committee meetings during the six (6) month implementation period and for each subsequent meeting.
5. The School and Court Liaison, in conjunction with the AB 490 Advisory Committee, will facilitate coordination of training relative to this agreement.
6. The School and Court Liaison will be responsible for creating an agenda for all AB 490 Advisory Committee meetings and tracking action items created during the meeting.
7. The School and Court Liaison will be the point of contact for all Participants for the AB490 Committee and for the Resolution Council.
8. Immediately upon request, the School and Court Liaison, in conjunction with the AB490 Advisory Committee, will contact Resolution Council members and make all necessary arrangements to convene a meeting.

9. The School and Court Liaison will be a standing member of the Resolution Council.
10. The School and Court Liaison will monitor and track changes in laws, regulations and legislation that impact this agreement and provide the AB 490 Committee with this updated information.
11. The School and Court Liaison, with the assistance of the Department of Human Services and SCOE, will help to track outcomes, as determined by the Participants of this Agreement, and take a lead role in collecting and assimilating the information required in State reports regarding compliance with the McKinney-Vento Homeless Assistance Act and AB490 as it relates to foster youth.
12. The School and Court Liaison has the responsibility to be a conduit of information between the School Educational Liaisons and SCOE.

C. Responsibility of the Placing Agencies

1. Immediately upon detaining a youth, Placing Agencies will ascertain the following information to ensure prompt collection and transfer of school records:
 - a. Who has the right to make educational decisions
 - b. The last school of record
 - c. The school that the youth wants to attend
 - d. The school the parent or person holding education rights wishes the youth to attend
 - e. Grade level
2. Placing Agency staff will make placement decisions in the best interest of youth and attempt, in all situations when appropriate, to allow the youth to remain in the same school. WIC 16502.1
3. Placing Agencies will ensure their staff is provided an up to date list of School Educational Liaisons.
4. Placing Agency staff will notify the School Educational Liaison immediately when a foster youth is being moved within their district, even if the foster youth is not changing his/her school location. EC49069.5(c)
5. Placing Agency staff will clarify to the School Educational Liaison, upon placing a youth, whether the placement is considered an emergency placement, transitional shelter or regular foster care. (Refer to Valley of the Moon Protocol Attached)
6. Placing Agency staff will help ensure that the school district's emergency card is kept up to date with information on who can pick the youth up from school immediately upon changes in circumstances.
7. In the event that a foster youth must be placed in a different school district within the county, Placing Agency staff will provide the School Educational Liaison an explanation regarding factors that resulted in the decision.
8. If Placing Agency staff determine or suspect that the foster youth has a disability, they will contact SELPA within 2 days.

9. Information obtained from school records will be used for the sole purpose of: EC49076.(a)(11); WIC 16010
 - a. Compiling the youth's health and education summary
 - b. Fulfilling educational case management responsibilities
 - c. Assisting with the school transfer or enrollment of the pupil
10. At all times, Placing Agency staff will keep the School Educational Liaison aware of the foster youth's location, court appointments, logistical difficulties and special needs.
11. Upon placement of a youth in a foster home or group home, Placing Agency staff will provide information regarding the educational placement to the caregiver/foster parent and the name of the appropriate School Educational Liaison for assistance with activities supporting educational stability.
12. Placing Agency staff are responsible for keeping the Juvenile Court, CASA, the youth's attorney, the parent(s), school officials, Mental Health Services, Foster Care eligibility staff, and any other agency, individual or community partner involved with the life of the youth, informed of the youth's residential placement within 2 work days of any subsequent change.
13. Placing Agency staff will provide information gathered regarding the health of the foster youth to the Foster Care Public Health Nurse.
14. Youth placed in emergency shelter homes may receive educational services at the emergency shelter as necessary for short periods of time for either of the following reasons:
 - a. For health and safety emergencies; or
 - b. If a decision regarding whether it is in the child's best interest to attend the school of origin cannot be made promptly and it is not practical to transport the child to the school of origin, and the child could not otherwise receive educational services. (See Valley of the Moon protocol)
15. If disputes occur, Placing Agency staff, with the assistance of their supervisor, will work with all involved Participant(s) to resolve all issues.
16. If unable to resolve a dispute within 2 work days, Placing Agency staff will request a Resolution Council meeting by contacting the School and Court Liaison.
17. Placing Agency staff will ensure that the School Educational Liaison is invited to any Team Decision-Making (TDM) scheduled and/or provided information on the outcome of the meeting as it relates to their districts foster youth.

D. Responsibility of the Juvenile Court

1. Juvenile Court Judges are charged with the responsibility to provide oversight of county social services and probation agencies to ensure that the educational rights of foster youth are investigated, reported and monitored.
2. At the same time that a court order is made to detain a youth in custody, the Juvenile Court may also issue an ORDER TO LIMIT THE PARENT'S

RIGHT TO MAKE EDUCATIONAL DECISIONS FOR THE CHILD AND APPOINTING RESPONSIBLE ADULT AS EDUCATIONAL REPRESENTATIVE
utilizing the JV-535.

3. If the Juvenile Court is unable to determine an appropriate responsible adult at the same time as the detention order, the Juvenile Court will send a request to SELPA for Special Education Students and to the School and Court Liaison for General Education Students to make that decision.
4. The Juvenile Court will provide a copy of the JV-535, once judgment is entered, to SCOE, the appropriate Placing Agency, child/youth's attorney and CASA, if assigned.
5. If Juvenile Court has requested that SCOE designate a responsible adult, Juvenile Court will provide a copy of the JV-536, Local Educational Agency Response to JV-535, to SCOE upon issuance of the JV-535.
6. In determining the most appropriate court action on behalf of a youth, the Juvenile Court will take into consideration the current educational placement of the child and the impact of any decision on that educational placement.
7. Juvenile Court shares responsibility with other Participants to work together to ensure that foster youth achieve educational success.
8. Juvenile Court Judges must require case plans, assessments and permanency plans:
 - a. Address the youth's educational entitlements and how those entitlements are being satisfied;
 - b. Obtain information to assist the court in deciding whether the parent/guardian's educational rights should be limited; and
 - c. Provide information regarding whether the school has met its obligation to provide educational services to the youth.

E. Responsibility of the Community Partners

1. Community Partners will ensure prompt communication to Placing Agencies in the event that a student's attendance has been or will be interrupted.
2. Community Partners will work with Placing Agencies to ensure foster youth are able to maintain stable school placements.
3. Community Partners will ensure that youth placed in their care will have access to available academic resources, services, extracurricular and enrichment activities. AB490 Sec. 3; EC48850(a); 48853(g)
4. Foster parents, including relative or non-related extended family members, can consent to Individualized Education Programs (IEP) and related services IF the court has specifically limited the educational rights of the parent or guardian AND the child has been placed in a permanent living arrangement as a ward or dependent of the court.

How AB490 Works Under this Agreement

Precipitating Event	It becomes necessary for a foster child between grades 1-12 to be served to change residence during the year to a home or placement not normally served by the student's "school of origin" (see glossary)
Human Services (or occasionally Probation or Mental Health)	Determines the most appropriate new placement for the student. A significant consideration in this determination per AB490 must be continuity and quality of the student's educational program. Residential placement is sometimes driven by either the department of mental health or the department of probation.
Human Services (or the agency placing the student residentially)	Will identify the current holder of the student's educational rights and convey that information to the appropriate agencies
Foster Student Educational Liaison for the School of Origin	Gathers information about the student and input from the agencies then makes a written recommendation for a school based on the student's best educational interests within five school days of the District being notified of the proposed change of residence. Chart of considerations is on page 31 of this document Recommendation form is on page 32. See also AB 490 recommendation form.
Who gets the written recommendation?	The holder of the student's educational rights and all involved agencies
If the educational rights holder agrees	The student will be served at the school recommended by the Liaison. Transportation arrangements will be made as necessary for the remainder of the school year. (please take note, the obligation under AB 490 only extends to the end of the current school year or extended school year if the student has an IEP that calls for it) For a student in year round school, the right applies until the student would normally be promoted to the next grade level.
If the educational rights holder disagrees	The rights holder must notify the District of Origin's Foster Student Liaison in writing within 3 days that he/she disputes the recommendation for the student to attend school in the sending area of the new District.
The student	Stays in the school of origin pending resolution of the dispute. Transportation arrangements are made.
Educational Rights Holder and School of Origin	Take dispute either to Alternative Dispute Resolution (ADR) or to arbitration with the Juvenile Court Commissioner based on availability. If there is a dispute about equally available forums, the rights holder will choose. The arbitrator will hear the arguments and make a decision within 5 school days of

	hearing the dispute.
If the Rights Holder Prevails	Student remains in the school of origin for the remainder of the year. (District would ask for advisory from CDE for future reference)
If the District Prevails	Rights Holder either agrees to the new placement or may appeal to the County Board of Education. (ADR or the Juvenile Court Commissioner would remain the finder of fact, County Board would only review for procedural errors) Pending the appeal, the student remains in the school of origin.
When student changes schools	The Liaison from the District of Origin must ensure that the student's records are transferred to the new school within 48 hours, when possible.

HOW TRANSPORTATION WORKS

<p>If a student remains in his/her school of origin, the District of Origin and the new District of residence will share the cost of transportation on a 50/50 basis</p>	<p>In the event of hardship or injustice, the Districts may take the cost sharing proportion to the County Board of Education. Districts may also mutually agree to proportion the cost of transportation</p>
<p>If the choice of residence was heavily driven by non-educational concerns</p>	<p>Non-educational agencies will help to minimize the fiscal impact on the Districts including possibly contributing (when appropriate) to the cost of transportation.</p>
<p>When a student stays in his or her school of origin</p>	<p>The District's Foster Student Liaison will arrange for transportation within 5 school days of notification.</p>
<p>If the student has a current Individualized Educational Plan (IEP)</p>	<p>The student will be transported through the SELPA. The IEP team will determine the appropriate related services that relate to transportation.</p>
<p>If the student is a general education student</p>	<p>The SELPA agreement with its vendor permits the addition of general education students to SELPA transportation runs. The SELPA charges a one time student processing fee (currently \$25) to put the student in the system and assign routes.</p> <p>The cost of the transportation is on a case by case basis. If the student is on an existing bus run, cost is currently determined on the length of the bus run itself (each extra hour of a bus run is charged at a flat rate/hour). There will be occasions when a student may have to be placed on a completely new bus run.</p>
<p>Alternatives</p>	<p>The District is only obligated to offer transportation. There is no obligation under AB 490 to offer a bus, a particular kind of bus, or form of transportation.</p> <p>When appropriate, the District can offer to cover the Education Guardian's mileage to school (one round trip only/day from home) at the IRS rate.</p> <p>In the case of older students, the District may also offer bus passes and other alternatives.</p> <p>The District is obligated only to offer a single reasonable alternative to transport the student to his/her school of origin.</p>

Resolution of Disputes Between Two School Districts	Any dispute between two school districts over possible exceptions or hardships in the cost-sharing arrangement will be resolved by the County Board of Education.
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PERIOD OF AGREEMENT

This agreement will be effective beginning on _____ and shall be reviewed annually at the September AB 490 meeting for modifications and legal compliance.

PERIOD OF IMPLEMENTATION (to be worked out locally change language)

The first six (6) calendar months, excluding July - Aug, following the signing of this agreement will be deemed an implementation period. During the implementation period, the AB 490 Advisory Committee will meet as needed to evaluate the establishment of practices by Participants in support of the Agreement. The AB 490 Advisory Committee is authorized by all Participants to be a forum for informal resolution, problem-solving and to approve recommendations for minor procedural adjustments.

AB 490 ADVISORY COMMITTEE

Minor procedural adjustments, as necessitated throughout the implementation period and the term of this agreement, will be resolved through the AB 490 Advisory Committee. All Participants are permitted to have a representative on the committee.

Minor procedural adjustments do not include the resolution of specific issues involving individual youth (refer to resolution of disputes). Minor procedural adjustments within departments, agencies or organization that do not impact the outcomes of this agreement may be made without consultation or resolution through the AB 490 Advisory Committee.

CONFIDENTIALITY

All Participants will allow for the release of information between each other for the sole purpose of meeting the educational needs of foster youth and shall not share with others or use for any other purpose consistent with state and federal law and current standing court orders of the Sonoma County Juvenile Court (Appendix the orders)

OWNERSHIP OF RECORDS

All Participants retain ownership of any records that they maintain or produce. Reports created utilizing data from individual Participant records, which are utilized to validate achieved Sonoma County outcomes, will be the joint ownership of all Participants.

COMPENSATION/COSTS

There will be no direct compensation or cost associated with this agreement to any Participant.

All Participants agree to work together to maximize Federal funding, whenever possible, and if disputes arise involving the funding of services to foster youth, that agencies will seek to quickly resolve through the dispute process outlined below.

RESOLUTION OF DISPUTES Between Agencies

Resolution of Disputes Between Agencies	Principles
All agencies agree to actively engage in the resolution of disputes	Disputes between agencies should involve the rights holder or student as little as possible
If after 3 work days the Agencies can not mutually resolve their dispute	The matter will go to the Youth and Family Partnership at the request of one of the agencies
Involved agencies will write a summary (no more than 2 typed pages) that describes the issue, their position, the legal basis for their position, and proposes a resolution. Copies will be distributed to Youth and Family Partnership and the other agencies at least 48 hours before it comes up for consideration. No parties will involve outside counsel and each party will bear its own costs in seeking a resolution.	Youth and Family Partnership will designate a sub-group consisting of an odd number of members or their representatives to decide the matter. That group will hear from the parties in person or by conference call at a mutually convenient time. Within 5 work days of the agency requesting resolution. Youth and Family Partnership may seek a written legal opinion in resolution of the dispute. Said opinion will be shared with all parties and will remain advisory in nature only.
Agencies will contact the Court and Community Liaison with questions or concerns pending the dispute	The Court and Community Liaison will facilitate the resolution process and will keep the Youth and Family Partnership members informed of current legal developments with respect to legal developments that affect AB 490. The Court and Community Liaison will also be responsible for retaining the minutes and prior-decisions of the council.
Decision will be by a majority vote of the Youth and Family Partnership Council	Representatives of the involved agencies will have the same number of votes on the

	council
Youth and Family partnership will issue a written resolution within 7 working days of the initial agency request for resolution or within 2 working days of hearing the dispute.	The Agencies agree to be bound by the determination of the Youth and Family Partnership and its designated representative sub-group. Individual agencies otherwise retain their rights to pursue other legal avenues prior to submitting an issue to the Youth and Family partnership. If they pursue other legal avenues, each agency agrees to inform the others prior to opting out of resolution by the Youth and Family Partnership. No agency will opt out of resolution by Youth and Family Partnership after the partnership makes a written determination.

MEASUREMENT

All Participants agree to provide any data that is essential to confirm the effectiveness of this agreement and for the completion of required reports to the State.

INDEMNIFICATION

Each Participant agrees to defend and indemnify the other Participant’s, their directors, officers, agents, and employees, from any and all claims, demands, damages, and other liability, including costs and attorney fees, resulting from or arising out of its performance and/or non-performance under this Agreement; performance and/or non-performance of its duties and responsibilities under this Agreement; and any other negligent act or omission of its directors, officers, agents, or employees.

ADDITIONAL PARTIES TO THE AGREEMENT

During the implementation period and the term of this agreement, additional Participants can be added as they are identified in the community. Additional Participants must fall under a category, which already exist, in the Delineation of Responsibilities and agree to the all aspects of those responsibilities and all terms of this agreement as written. Additional Participants must sign a signature addendum and an oath of confidentiality. The decision to include Additional Participants will be made at the Foster Youth Advisory Committee.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the Participants hereto and no prior writings, conversations or representations of any nature shall be

deemed to vary the provisions hereof. This Agreement may not be amended in any way except by all Participants hereto.

IN WITNESS WHEREOF, the Participants hereto have caused this Agreement to be duly executed, such Participants acting by their representatives being thereunto duly authorized.

Only one signature per Participant is required to validate Agreement.

Amendments to this Agreement:

Any amendments to this agreement will be presented to and approved by the resolution panel of the Youth and Family Partnership Council by majority vote of the entire council.

SONOMA COUNTY OFFICE OF EDUCATION

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SONOMA COUNTY JUVENILE COURT SYSTEM

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

COURT APPOINTED SPECIAL ADVOCATES (CASA)

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SONOMA COUNTY DEPARTMENT OF SOCIAL SERVICES

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SONOMA COUNTY PROBATION DEPARTMENT

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SONOMA COUNTY MENTAL HEALTH DEPARTMENT

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

OATH OF CONFIDENTIALITY

All Participants, signing this oath:

- Agree to sign this Oath of Confidentiality on behalf of themselves, as well as their agency, department or organization and have the authority to do so.
- Agree not to divulge any information concerning any record without proper authorization in accordance with state and federal law and interagency agreements.
- Recognize that any discussion of or release of information concerning records to any unauthorized person is forbidden and may be grounds for legal and/or disciplinary action
- Understand they will have access to confidential information required for determining needs and services for children under the jurisdiction of the Juvenile Court
- Agree that all discussions, deliberations, records, and information gathered or maintained in connection with these activities shall not be disclosed to any unauthorized person.
- Agree that records related to themselves, friends, business relations, or personal acquaintances will not be accessed.
- Agree to immediately resolve any conflicts of interest, as related to the access of records, as soon as the situation is known.
- Understand that unauthorized release of confidential information is a misdemeanor under Welfare & Institution Code sections 827 or 10850 and could result in criminal or civil liabilities.

Signature pages attached

SONOMA COUNTY OFFICE OF EDUCATION

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

COMMUNITY SCHOOLS

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SONOMA COUNTY JUVENILE COURT SYSTEM

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

COURT APPOINTED SPECIAL ADVOCATES (CASA)

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SONOMA COUNTY DEPARTMENT OF HUMAN SERVICES

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SONOMA COUNTY PROBATION DEPARTMENT

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SONOMA COUNTY MENTAL HEALTH DEPARTMENT

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

OPTIONS

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

LISTING OF RESOLUTION COUNCIL MEMBERS

As of March 13, 2006

SCOE – Foster Youth Services

Placing Agency

Placing Agency

To be determined

Office
Fax
E-Mail
Mailing Address

School District

To be determined

Office
Fax
E-Mail
Mailing Address

School District

To be determined

Office
Fax
E-Mail
Mailing Address

Community Partner

To be determined

Office
Fax
E-Mail
Mailing Address

Community Partner

To be determined

Office
Fax
E-Mail
Mailing Address

PROGRAM DEFINITIONS and TRANSPORTATION DECISION FLOWCHART

DEFINITIONS

Homeless child/youth

Emergency Shelter

Emergency Shelters may be licensed shelter facilities, licensed shelter homes or relative/non-relative extended family member homes

“Emergency Shelter” care means the provision of a protective environment for a child who must be immediately removed, pursuant to WIC Sec 300, from his/her own home or current foster care placement, and who cannot be immediately returned to his/her own home or foster care placement”. CDSS Manual of Policy and Procedures, CWS Manual, Div 31, 31-002(e)(11)

Transitional Shelter

May also be referred to as an Emergency Placement and may be in the form of any residence listed under emergency shelter

A protective environment utilized for emergency shelter care, which occurs between foster care placements, while awaiting a reassessment of the child/youth’s case plan and acquiring a regular residence/foster care home.

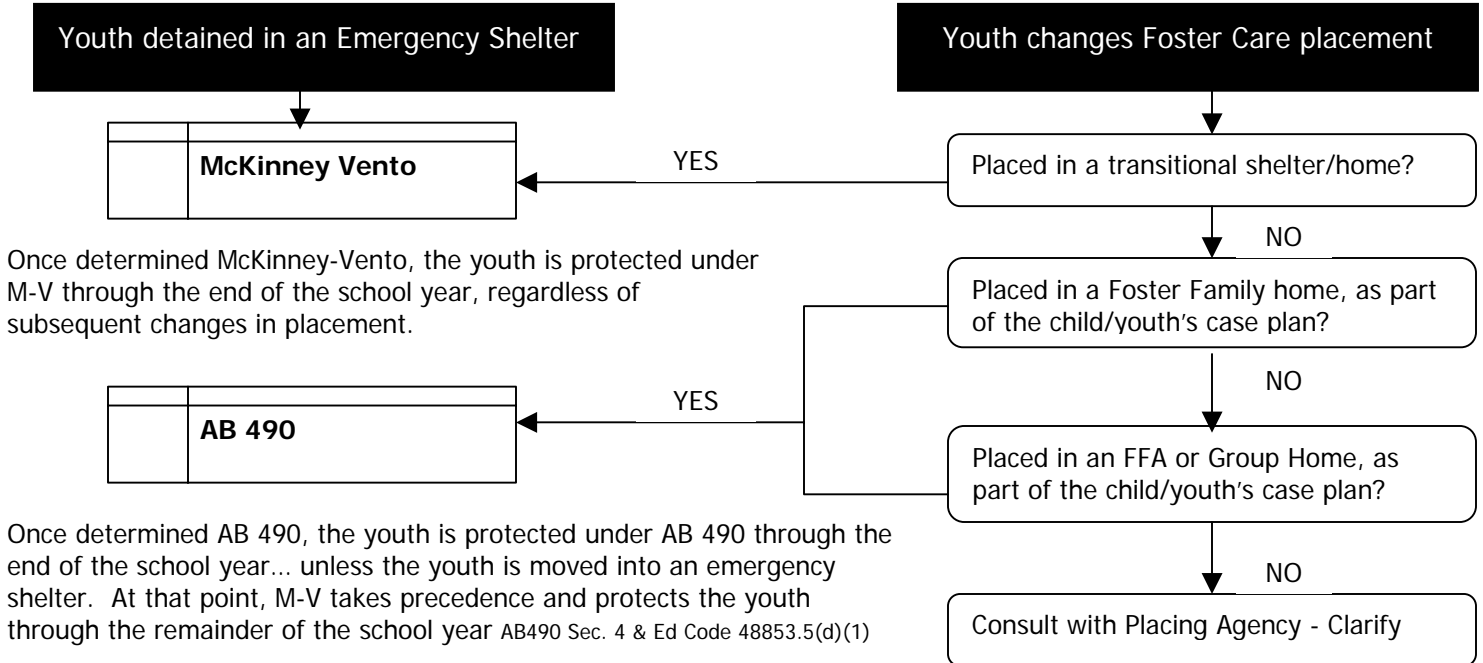
Foster Care Placement

Includes Foster Family homes, Foster Family Agencies (FFA), Relative or non-related Extended Family member home or group home.

A placement made in the provision of a placing agency’s child specific case plan, with the intent of providing a stable and consistent residence in the process of achieving permanency.

TRANSPORTATION DECISION FLOWCHART

Table One: Determining the applicable rule of law for students placed out of their district of origin



TRANSPORTATION

Table Two: Determining community and agency responsibilities for students who have been moved (initial or subsequent) by a placing agency into a different school district

School of Origin: “The school 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, the liaison, in consultation with and the agreement of the foster child and the person holding the right to make educational decisions for the foster child, shall determine in the best interest of the foster child, the school that shall be deemed the school of origin.” EC48853.5(e)

		Mc-Kinney Vento	AB 490
SCHOOL DISTRICTS	School District of Origin	<ul style="list-style-type: none"> • Coordinate transportation delivery with the school district of placement • Seek to maximize funding through grants and other funding • Participate equally with the district of placement in cost of transportation (Special rules may apply for Spec. Ed. Students) 	<ul style="list-style-type: none"> • If in Special Ed <u>and</u> the current IEP includes transportation <i>will work with SELPA to furnish transportation.</i>
	District of Placement	<ul style="list-style-type: none"> • Take the lead in developing and executing a transportation plan • Seek to maximize funding through grants and other funding • Participate equally with the school district of origin the cost of transportation (Special rules may apply for Spec. Ed. Students) 	
	PLACING AGENCY	<ul style="list-style-type: none"> • Consult with and include the caregiver(s) and community partners in the coordination of transportation • Assist in the arrangements for transportation, as needed • Ensure case plans, assessments and permanency plans are submitted to the court with adequate information regarding transportation arrangements • Collaborate with school districts to ensure maximum utilization of available federal money, explore public-private partnerships, and access any funding sources potentially available to assist with educational stability 	
COMMUNITY PARTNER	<ul style="list-style-type: none"> • Actively participant in problem-solving transportation issues • Utilize foster care payments, as appropriate, to assist with transportation services and cost 		
JUVENILE COURTS	<ul style="list-style-type: none"> • Before taking court actions, ensure consideration of the impact on the school educational placement • Ensure case plans, assessments and permanency plans are created to assist the foster child/youth to achieve educational success 		

County Agreement: In the absence of clear direction in AB490 in regards to transportation, this interagency agreement will be used to strengthen our County's capacity to provide educational stability in accordance with legislative intent pending further clarification from the State or Federal government.

GUIDELINES FOR DETERMINING WHAT IS IN THE BEST INTEREST OF THE CHILD/YOUTH

EC48850(a); EC48853(g);

To the extent feasible, a homeless child/youth should be allowed to stay in their school of origin unless otherwise contrary to the wishes of the child/youth, parent, guardian or person holding the educational rights of the child/youth.

Information to take into consideration:

Factors to be Considered by the Foster Student Educational Liaison	Favors staying in school of origin	Favors changing schools
Date of the move	After first semester	Before the end of first month of school (other factors will determine if between these two dates)
Grade in School	9-12	k-6 (7-8 will be determined by other factors, pending graduation will be strong factor for 8 th and 12 th graders)
Distance	Less than 60 minutes one way	More than 60 minutes
How the student is doing in school	If doing well	If doing poorly (though if child has had multiple moves, this may weigh against changing schools)
Nature of placement and available services	If school of origin has more appropriate services	If new school has more appropriate services and support
Other factors e.g. after school activities, care, proximity to familiar adults, services, etc.	Input from placing agency favoring current placement	Input from social placing agency favoring the new school

No decision regarding best interest can be made without consulting all parties involved, including the child/youth.

Questions should include, but not be limited to:

- ⊕ What special programs or activities will be impacted by a move to a different district?
- ⊕ Will the additional time required for transportation negatively impact the participation in or the potential participation in extracurricular or enrichment activities?

⊕ What schools do siblings attend?

⊕ If seeking reunification with a parent(s) or guardian(s) is the living arrangement of the parent or guardian considered permanent?

Best Practices – when possible, appropriate and in the best interest of the child/youth

1. Placing Agencies will attempt to place a child in the same school district.
2. Children/Youth do not have their education placement changed when there is less than 60 days left in a school year.
3. Youth who are planning on graduation in the current school year do not have their education placement changed when there is less than 90 days left in the school year.
4. Children/Youth have their educational placement in the same school district as the parent/guardian with whom reunification is actively being sought

PROCEDURAL ADDENDUMS

To be completed during the 2006/2007 school year. Addendums will provide an overview of district and agency specific procedures that support the success of this agreement. This information will be utilized, most often, by district School educational liaisons, the Foster Youth Advisory Board and the Resolution Council.

Once created, documenting changes to the procedural addendums will take place as they are reported to the School and Court Liaison and will not require approval by the AB 490 Advisory Group. Individual districts and agencies will have the responsibility to report to the School and Court Liaison any changes to their own procedures.

Addendums will include, for example:

- Contact and mailing information
- Information regarding designated liaisons and school administrators
- Basic flow of paperwork within the school district or agency
- General outline demonstrating the delineation of responsibilities within districts or agencies, as it relates to this agreement

Foster Student Educational Liaison
Placement Recommendation Form

Dear _____:

_____ has been a student at _____ since _____. The District was informed by _____ that _____ will be moving to _____ which is in _____ School District. It is my responsibility to make a recommendation as to which School District would provide greater educational continuity for the remainder of this school year.

After a review of the records and discussions with staff who have worked directly with _____, the District recommends that _____

- 1) Continue to attend school at this site. If you prefer for _____ to attend closer to his/her new residence, you may choose to do so. Please, let us know as soon as possible, so we can work together in making the necessary transportation arrangements.

- 2) Attend school in _____ for the following reason(s) {refer to reasons listed on the chart}.

If you disagree with this recommendation, please let us know in writing within three school days of your receiving this. Under AB 490 , you have the right to keep _____ in _____ school through either through the remainder of the year or until there is a determination through either Sonoma County's Alternative Dispute Resolution (ADR) System or arbitration with the Juvenile Court Commissioner. The District will notify you within 5 days of your written disagreement if it decides to take this to either ADR or arbitration.

Please feel free to contact me, should you have any further questions about this recommendation or the procedures.

Valley of the Moon Appendix A

Valley of the Moon Children's Home and AB 490

Background: AB490 is a series of code sections that give foster children who move out of district during the school year a stay put like right to remain in their "school of origin". Because the law did not initially clarify the details or limits of a child's right to remain in a school of origin, Sonoma County has developed an interagency working group to attempt to minimize AB490 issues across agencies and districts.

Valley of the Moon Children's Home serves as a safe transitional shelter for children who have been neglected or abused. Because of its transitional nature and the fact that students at the center are placed in the custody of the court, Valley of the Moon presents some special issues for the implementation of AB490. For example, would a child's parents who are suspected of abuse be able to assert a right for that child to attend his/her school of origin that happens to be more than two hours from Valley of the Moon? In some cases, Valley of the Moon children have not had a stable home or school in some time. What is the school of origin and who has effective educational rights when the natural parent has never been stripped of them?

Protocol:

- 1) Within 48 hours of a child's arrival at the Children's Home, Valley of the Moon staff in cooperation with the Department of Human Services staff should determine the child's school of origin. Usually this will be whichever school the child is currently enrolled or last attended. There can be some situations where this will be difficult to determine. This includes situations where students have been attending a non-public school, have not been in school, or where there have been multiple moves in the last year.
- 2) Department of Human Services staff in cooperation with Valley of the Moon will notify the Educational Liaison for the District of Origin that the student is currently at Valley of the Moon and will be there for more than 48 hours.
- 3) The Foster Child Educational Liaison for that LEA will then make a recommendation about where that child will attend school in the interim. The liaison shall consult with staff at Valley of the Moon and with the Department of Human Services, Department of Probation, etc. if applicable, the Juvenile Court, and if appropriate the holder of the child's educational rights or the child's attorney. The Liaison will communicate their recommendation to the Valley of the Moon Staff and the other involved agencies as soon as it is practical. The liaison will then notify the holder of educational rights and/or the child's attorney.

- 4) Department of Human Service will determine who currently has educational rights for the student in question. The Department of Human Services will contact the educational rights holder (if appropriate) to notify them of the Liaison's recommendation. The rights holder will also be notified of the child's right to stay in a school of origin under AB 490
- 5) The educational rights holder will have one week after actually receiving notice to notify the LEA that there is a dispute.

Note: Valley of the Moon Children's Home has an onsite school. In most cases it will be in the child's best interest during the crisis period to attend school there in order to allow time for assessment and in some cases to provide a protected environment to help stabilize the child. For this reason, children admitted to the VOM may have a one-week moratorium from attending off site schools.

Given the volatility of the situations that result in many children being placed at the Children's Home, communication between agencies and the "educational rights holder" is both especially sensitive and critical.

Current Standing Orders Affecting Foster Youth From Sonoma County Juvenile Court

Found at:

http://www.sonomasuperiorcourt.com/index.php?v=juven_court#StandingOrder

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SONOMA
STANDING ORDER NO. 2004 (1)
ISSUED AUGUST 16, 2004**

**RELEASE AND SHARING OF EDUCATION RELATED RECORDS OF
JUVENILE COURT WARDS AND DEPENDENTS**

This Standing Order is intended to address the need for better coordination between service providers, the Sonoma County Human Service Department, Sonoma County Probation Department, Sonoma County Health Department (the “Departments”) and schools to work toward improved outcomes for children within the jurisdiction of the Juvenile Court. In particular, the Standing Order is to implement the statutory goal of removing barriers to the educational success of foster children as recently declared in AB 490 (Steinberg), Chapter 862 which became effective on January 1, 2004. Among the bill’s components was to confer joint responsibility between child protection, probation, and educational agencies to insure the timely transfer of students and their records when a school change occurs. To accomplish its goals the new law specifically authorizes the release of foster youth educational records to the county placing agency.

Nonetheless, full implementation of coordinated services has been impaired by statutory and regulatory confidentiality and privacy protections which may prohibit the disclosure of juvenile, health (including mental health) and educational records unless authorized by written consent or court order.

The Court hereby finds that the best interest of children appearing before the juvenile courts, as well as the need for relevant information by the Court, court-serving and educational agencies, outweigh the confidentiality interests reflected in California Civil Code section 56 et. seq., Welfare and Institutions Code sections 827, 828, 4514, 5328 and 10850, Education Code section 49602, 34 C.F.R. 99.31, 42 C.F.R. Part 2, 45 C.F.R. Part 160 and 164 and other provisions related to the confidentiality of school, health and juvenile court records. The interests of foster youth include the need to design, as appropriate, more effective Individualized Education Plans (“IEP”) and to improve educational outcomes and, therefore, good cause exists for the

following order which shall apply to any child who is a dependent or ward of the juvenile court.

IT IS HEREBY ORDERED that:

1. Any public or non-public school that provides educational services to a ward or dependent of the juvenile court is authorized and directed to release any and all pupil records of such a minor (including but not limited to attendance records, IEP records, progress reports, immunization records, or any other educational or health record maintained by a school) upon the request of a child's social worker, probation officer, Court Appointed Special Advocate (CASA) or attorney.

2. The pupil records identified in paragraph (1) shall be released without the requirement of parental consent. The individual requesting such records shall provide the school with verification that the child is a juvenile court dependent or ward and of the person's employment or assignment in the case.

3. The Departments are authorized and directed to provide to the designated foster child educational liaison of any school district, or their designee, information as to the legal status of a student who is the subject of a juvenile court placement, e.g., ward or dependent child of the court. The Departments are also authorized to provide copies, to each other, of psychological evaluations, additional testing or other data or health information necessary to assist in the development and implementation of a child's case plan. The Departments are further directed to provide such psychological or health information, for viewing purposes only, to assist in the development of a student's IEP or proper school placement, to a school psychologist. The school psychologist shall not retain copies of the documents and they shall not be placed in the student's educational records but shall be promptly returned or destroyed.

4. Records received pursuant to this standing order shall remain confidential and shall not be duplicated or disclosed to third parties. This information regarding a child's juvenile court involvement shall be kept strictly confidential.

IT IS FURTHER ORDERED that a copy of this Standing Order shall be furnished by the Sonoma County Office of Education to all relevant schools and school districts within Sonoma County and by County Counsel to the Departments.

Dated: August 16, 2004

Is/ Mark Tansil
Mark Tansil, Superior Court Judge
Presiding Judge of the Sonoma County Juvenile
Courts

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SONOMA
STANDING ORDER NO. 2004 (2)
ISSUED DECEMBER 16, 2004**

**RELEASE AND SHARING OF CONFIDENTIAL EDUCATION AND MENTAL HEALTH RELATED
RECORDS TO ASSIST PROBATE GUARDIANSHIP AND
JUVENILE COURT INVESTIGATIONS**

Schools, courts, mental health and child protective agencies share a common mission to promote a child's best interest in working to insure children have the opportunity to safely develop emotionally, psychologically, academically and physically. The Court is aware, however, that conflict and ambiguities in the law interfere with the ability of these agencies to work together efficiently to share necessary information among systems. Generally, a student's parents or educational guardian balance the child's educational and personal needs with requests for school records and other confidential information. During a guardianship, probation, or child welfare investigation, the role of the existing holder of educational and other confidentiality rights may be in conflict with the child's best interests. During the investigation period the court must have the ability, through its investigators, to examine relevant information to help safeguard the child's emotional, academic, and educational interests.

This issue was partially addressed in Standing Order 2004(1) which applied to juveniles adjudicated as court dependents and delinquents. Prior to adjudication, however, there remains a critical need for agencies to share information so that crucial decisions regarding a child's future can be made in the context of a juvenile dependency, delinquency or probate guardianship action.

In particular, this Standing Order is to implement and further the statutory goal of protecting children and sharing information between child protective and educational institutions as contemplated, in part, by Probate Code section 1513 subdivision (e); Welfare and Institutions code sections 300.2 and 306, and Penal Code section 11167. These goals, at times, have been impaired by statutory and regulatory confidentiality and privacy protections, including the Family Education Right to Privacy Act (“FERPA”) which may prohibit the disclosure of educational or mental health records unless authorized by written consent or court order.

The Court hereby finds that the best interest and safety of children and the needs of the Court for relevant information about children, who are the subject of a probate guardianship or a juvenile court related investigations, outweigh the need for confidentiality, and therefore this order is consistent with California Civil Code section 56 et. seq., Welfare and Institutions Code sections 827, 828, 4514, 5328 and 10850, Education Code section 49602, 34 C.F.R. 99.31, 42 C.F.R. Part 2, 45 C.F.R. Part 160 and 164 and other provisions related to the confidentiality of the child’s school and mental health records. The interests of children include the need to have their needs met by appropriate caretakers and to have informed decisions made by the courts and social service agencies with regards to their safety and well-being. Good cause therefore exists for the following orders which shall apply to any child who is subject to a probate guardianship, juvenile dependency, or juvenile delinquency investigation.

IT IS HEREBY ORDERED that:

1. All public and non-public schools are authorized and directed to release any and all pupil records of a minor who is the subject of a Sonoma County probate guardianship, probation, or child protective service investigation related to a student’s emotional, psychological or educational needs. These records include but are not limited to attendance records, IEP records, progress reports, immunization records, assessments or any other educational or health record maintained by a school upon the request of a Human Services Department investigative social worker, probation officer or a Superior Court investigator.

2. The Department of Health Services, specifically including Sonoma County Youth and Family Services and the Mental Health Resource Team, and county-contracted providers of mental health services to minors are authorized and directed to release relevant mental health records of a minor who is the subject of a Sonoma County probate guardianship, probation, or child protective service investigation related to a child’s emotional, psychological or educational needs. These records are limited to records and information deemed by

a Sonoma County Mental Health Program Manager to be relevant to the current investigation, and which concern the child and the child's environment, but excluding specific information about a parent or other person, except pursuant to an authorization or further court order.

3. The records identified in paragraph (1) and (2) shall be released without the requirement of parental consent. The individual requesting such records shall provide the agency with verification that the child is the subject of a probate guardianship, delinquency, or child welfare investigation and of the person's employment related to the case. In the event of a dispute over the provision of documents the parties shall meet promptly and confer to specifically identify the nature of the information/records and discuss the appropriateness of producing the withheld documents. Documents or information which continue to be in dispute after the meeting shall be submitted to the judge having jurisdiction over the matter to determine if they should be produced.

4. The records obtained may only be used in the respective guardianship, delinquency, or dependency proceeding and not for any other purpose. Records received pursuant to this Standing Order shall remain confidential and shall not be duplicated or disclosed to third parties except to the extent they are provided to the Court and served as part of a probate guardianship, delinquency, or juvenile dependency matter.

5. Superior Court investigators are authorized to release information to the school about a child subject to a guardianship investigation that is directly relevant to the student's ability to attend and benefit from the current educational placement. The child's mental health information, however, may not be further disclosed.

IT IS FURTHER ORDERED that a copy of this Standing Order shall be furnished by the Sonoma County Office of Education to all relevant schools and school districts within Sonoma County and by County Counsel to the Department of Human Services, Probation Department, Department of Health Services, Mental Health Division, and Probate Investigators.

Dated: December 16, 2004

/s/ Mark Tansil
Mark Tansil, Superior Court Judge
Presiding Judge of the Sonoma County Juvenile
Courts

Carla Bonilla, Commissioner
Probate Court Judicial Officer

Proposed AB 490 Policy

The Governing Board recognizes its obligation to ensure that foster youth have access to the academic resources, services, and extracurricular activities that are available to district students. The district shall provide students in foster care within the district with access to educational opportunities and other services necessary to help such students achieve the districts performance standards.

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best educational interests as defined in law and administrative regulation.

The Superintendent or designee shall collaborate with the county placing agency and other appropriate agencies to ensure maximum utilization of available funds and to meet the educational needs of foster youth within the district.

In order to ensure collaboration and minimize confusion between agencies and with other school districts, the District hereby adopts the document known as the Sonoma County Interagency and Community Agreement for the McKinney-Vento Homeless Education Act and 2004 California Assembly Bill-AB 490.

By doing so, the District adopts the procedures and definitions described therein for addressing the needs of Foster Children who move into a new school district during the school year.