

INTERAGENCY AGREEMENT

Transportation Procedures to Ensure School Stability for Foster Students

Section 1. Parties

The parties to this Interagency Agreement (“Agreement”) are: The Local education Agency (“LEA”): See Exhibit A for list of LEAs, and the Sonoma County Human Services Department, Family, Youth, and Children’s Services Division (“FYC”).

Section 2. Intent

It is the intent of the parties that this Agreement function as the procedures governing how transportation to maintain foster students in their school of origin when it is in their best interest will be provided, arranged, and funded for the duration of the time in foster care, as required by the Every Student Succeeds Act (“ESSA”) (114 P.L. 95, 129 Stat. 1802).

Section 3. Definitions

A. Foster Student

Education Code section 48853.5 defines a foster child as “a child who has been removed from his/her home pursuant to Section 309 of the Welfare and Institutions Code, is the subject of a petition filed under Section 300 or 602 of the Welfare and Institutions Code, or has been removed from his/her home and is the subject of a petition filed under Section 300 or 602 of the Welfare and Institutions Code.”

B. School of Origin

The school of origin is the school in which the child was enrolled before entering foster care. If a child’s foster care placement is changed, the school of origin is the school where the child was enrolled when the placement changed.

C. 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: the appropriateness of the current educational setting; the proximity of the placement; duration of enrollment; time of placement change; type of transportation available; traffic patterns; flexibility in school schedule; and the student’s maturity and behavioral capacity.

D. Additional Cost

Additional costs are the difference between what LEA would otherwise spend to transport a student to his/her assigned school based on existing transportations options currently available within the LEA, and the cost of transporting a child in foster care to his/her school of origin.

Section 4. Identification of LEA and FYC Representative

LEA shall be responsible for providing FYC prior to the start of each school year, but no later than the third day of school, the contact information for the LEA representative assigned to address foster youth issues. This duty can be satisfied by providing this information to the Sonoma County Office of Education (“SCOE”), which is maintained on SCOE’s website: <http://www.scoe.org/pub/htdocs/fys.html>.

FYC shall be responsible for providing LEA prior to the start of each school year, but no later than the third day of school, the contact information for the designated FYC foster youth representative.

Section 5. Identification of Students in Foster Care

In accordance with California Rules of Court 5.651(e)(1)(A), within one (1) business day of deciding on a change of a youth’s placement to a location that could lead to removal from the school of origin, FYC must notify the foster student’s attorney and education rights holder. In accordance with California Rules of Court 5.651(e)(1)(B), at least ten (10) calendar days prior to potentially changing the placement of a student who qualifies for services pursuant to the Individuals with Disabilities Education Act (“IDEA”), FYC will notify the LEA of the school of origin of the impending placement change.

Section 6. Best interest Determination Procedure

A. Notice of Request to Participate in Best Interest Determination

FYC will notify the LEA within one (1) business day upon learning that a student attending the LEA has been placed in foster care or will be removed to a foster home placement that is located outside the geographical boundaries of the LEA and that the best interest decision must be made.

B. Best Interest Determination

Pursuant to ESSA section 1111(g)(1)(E)(i), 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. The best interest determination is based on all factors relating to the child’s best interest, including the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement. The best interest determination shall be made and agreed upon by the LEA representative, FYC representative, the foster child, and the educational rights holder within two (2) business days of the child attaining foster student status or changing foster placements.

C. Notice of Final Best Interest Determination

The best interest determination and an explanation thereof shall be memorialized in writing by FYC and provided to LEA, the foster child, and the educational rights holder within (1) business day. If the foster student is remaining or enrolling at his/her school of origin, this notice triggers the need for the parties to collaborate under this Agreement to

establish the most cost-effective transportation procedures available for the student, considering the best interests of the student. If the foster student waives his/her right to remain or enroll at the school of origin and is transferring to a new school, FYC, the school of origin (or prior LEA) and new LEA shall coordinate to ensure that the foster student immediately enrolls in the new school in accordance with Education Code section 48853.5 and section 49069.5.

Section 7. Duration of Transportation

Transportation to and from school of origin and the foster placement 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. Pursuant to Education Code section 48853.5(f), if a child exits foster care before the end of a school year, LEA shall allow the former foster child who is in kindergarten or any of grades 1-8, inclusive, to continue his/her education in the school of origin through the duration of the academic school year, as long as it continues to be in the child's best interest. In addition, if a child exits foster care while enrolled in high school, LEA shall allow the former foster child to continue his/her education in the school of origin through graduation, as long as it continues to be in the child's best interests. FYC and LEA are not responsible for funding the additional costs of transporting a former foster student to and from his/her school of origin.

Section 8. Transportation for Foster Students Already Provided through Other Laws

Foster students may already have transportation plans provided through other laws or entitlements, such as an Individualized Educational Program ("IEP") pursuant to the IDEA the McKinney-Vento Homeless Assistance Act ("McKinney-Vento"), or Section 504 of the Rehabilitation Act of 1973 ("Section 504"). The LEA will assess whether the foster student is entitled to transportation services under another law or entitlement within one (1) school day of receiving notice of the final best interest determination. If the student is eligible for transportation under another law or entitlement, LEA will provide, arrange and fund the entire cost of the transportation.

Section 9. Transportation for Foster Students Placed at Resource Family Homes

A. Assessment of Transportation Options

Within three (3) school days of the final best interest determination, LEA and FYC will collaboratively assess all transportation options for maintaining the foster student at his/her school of origin and determine the best available transportation option. LEA and FYC shall consider the appropriateness of the options considering the student's age, experience, and behavioral capacity. Within one (1) school day of making the transportation determination, LEA shall give FYC and the child's educational rights holder written confirmation of the best available transportation mode agreed upon by both parties.

If the LEA is able to provide the best available transportation option to the foster student, *without incurring additional costs*, as defined in this Agreement, LEA will provide, arrange and fund the entire cost of the transportation.

B. Additional Costs

If the best available transportation option will cause LEA to incur additional costs, as defined in this Agreement, the LEA will submit a written Transportation Plan to FYC within one (1) school day of making the transportation determination. The Transportation Plan shall identify the additional costs incurred by the LEA. FYC agrees to fund the additional costs of transportation to and from school of origin for foster students placed at resource family homes.

Section 10. Transportation for Foster Students at Valley of the Moon Children’s Home (“VMCH”)

A. Assessment of Transportation Options

Within three (3) school days of the final best interest determination, LEA and FYC will collaboratively assess all transportation options for maintaining the foster student at his/her school of origin and determine the best available transportation option. LEA and FYC shall consider the appropriateness of the options considering the student’s age, experience, and behavioral capacity. Within one (1) school day of making the transportation determination, FYC shall give LEA and the child’s educational rights holder written confirmation of the best available transportation mode agreed upon by both parties. “Best available transportation mode” shall not be construed to mean the most expensive available option and costs associated with transportation shall be considered in determining the best available transportation mode. LEA shall not have any responsibility to pay costs, including additional costs, unless and until the LEA is provided with notice by FYC that the final best interest determination has been made for a student and a request is made, in accordance with this Section, to collaborate with the LEA on determining the best available transportation option.

If the LEA is able to provide the best available transportation option to the foster student, *without incurring additional costs*, as defined in this Agreement, LEA will provide, arrange and fund the entire cost of the transportation.

B. Additional Costs

If the best available transportation option will cause LEA to incur additional costs, as defined in this Agreement, FYC will submit a Transportation Plan to LEA within one (1) school day of making the transportation determination. The Transportation Plan shall identify the additional costs incurred by the LEA. LEA and FYC agree to equally share the additional cost of transportation: LEA and FYC will each individually pay fifty per cent (50%) of the additional cost stated in the Transportation Plan. As VMCH is a

short-term placement, LEA will only be responsible for its share of additional costs under this Section for twenty (20) school days of transportation provided pursuant to this Agreement per student per placement at VMCH.

Section 11. Potential Modes of Transportation

Potential modes of transportation for transporting foster students to and from a school of origin include, but are not limited to: existing school bus routes; public transportation; carpooling; altering or adding a school bus route; mileage reimbursement for parents of other students; mileage reimbursement for student to transport themselves; contracted transportation provider; contraction transportation provided by individuals or organizations.

Section 12. Cost Dispute

In case of dispute, FYC and LEA agree to work together in good faith in an attempt to resolve the matter. The Sonoma County Office of Education (“SCOE”) agrees to act as a facilitator to resolve any disputes among the parties. Prior to the filing of any complaint with an executive agency or court of competent jurisdiction, the party alleging a violation of this Agreement shall provide written notice describing the alleged violation and providing a requested remedy. The other party will have no less than ten (10) business days to respond in writing to attempt to resolve the matter.

During the pendency of an unresolved dispute, LEA and FYC will share the additional costs of transportation equally: LEA and FYC will each individually pay fifty per cent (50%) of additional costs.

Section 13. Automatic Review

Six (6) months from the date this Agreement was executed, the parties agree to meet and confer in good faith to ensure compliance with the payment obligations and the policies set forth in this Agreement.

Section 14. Term of the Agreement

This Agreement shall become effective as of December 11, 2017, and shall remain in effect until terminated by either FYC or LEA in accordance with this Section 14. Either FYC or LEA may immediately terminate this Agreement for “cause”. “Cause” is defined as a party’s failure to abide by the obligations imposed on that party by the MOU. Either FYC or LEA may terminate this Agreement without cause by giving the other party sixty (60) calendar days advance written notice. However, if the California Department of Education (“CDE”) issues a state foster youth transportation plan prior to the expiration of this Agreement, any party to this Agreement will have thirty (30) calendar days to submit a written request to the other party to meet and confer in good faith to revise this Agreement in accordance with the state’s foster youth transportation plan.

This agreement was executed on the following date: _____

Authorized signature for Local Education Agency (See Exhibit A)

Karee Pies

Authorized Signature Sonoma County Human Services Department

<u>District</u>	<u>Board President</u>	<u>Signature</u>	<u>Date of Governing Board Approval</u>
Alexander Valley Union	_____	_____	_____
Bellevue Union	_____	_____	_____
Bennett Valley Union	_____	_____	_____
Cinnabar	_____	_____	_____
Cloverdale Unified	_____	_____	_____
Cotati-Rohnert Park Unified	_____	_____	_____
Dunham	_____	_____	_____
Forestville Union	_____	_____	_____
Fort Ross	_____	_____	_____
Geyserville Unified	_____	_____	_____
Gravenstein Union	_____	_____	_____
Guerneville	_____	_____	_____

Harmony Union

Healdsburg Unified

Horicon

Kashia

Kenwood

Liberty

Mark West Union

Monte Rio Union

Montgomery

Oak Grove Union

Old adobe Union

Petaluma City

Petaluma Joint
Union High

Piner-Olivet Union

Rincon Valley Union

Roseland

Santa Rosa Elem.

Santa Rosa High Sch.

Sebastopol Union

Sonoma Valley Unified

Twin Hills Union

Two Rock Union

Waugh

West Side Union

West Sonoma County
Union High

Wilmar Union

Windsor Unified

Wright
