

**MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF SAN LUIS OBISPO DEPARTMENTS OF SOCIAL SERVICES AND PROBATION
AND
COUNTY OF SAN LUIS OBISPO SCHOOL DISTRICTS
AND
SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION, FOSTER YOUTH SERVICES COORDINATING
PROGRAM (SLOCOE-FYSCP)**

This Memorandum of Understanding (MOU) is entered into between the County of San Luis Obispo Department of Social Services, hereafter referred to as "DSS", the County of San Luis Obispo Department of Probation, hereafter referred to as "Probation", the County of San Luis Obispo School Districts, hereafter referred to as "School Districts", and the San Luis Obispo County Office of Education, Foster Youth Services Coordinating Program, hereafter referred to as "SLOCOE FYSCP", and collectively, hereafter referred to as "the parties."

A. PURPOSE

The purpose of this MOU is to provide foster youth in school with a transportation plan that ensures school stability. This plan seeks to address the need for increased school stability for Foster Youth in San Luis Obispo County by establishing protocols to ensure that they remain in the school that supports the long-term goals of the youth.

B. BACKGROUND

1. In recognition of the unique challenges that foster youth face, provisions were added to Title I, Part A of the Elementary and Secondary Education Act (ESEA), as part of the reauthorization by the "Every Student Succeeds Act of 2015 "(ESSA)", to require state and local educational agencies to collaborate with State and local child welfare agencies to ensure School of Origin (SOO) and educational stability for foster youth.
2. Foster youth are often subject to more unscheduled school changes than their peers who are not in foster care. The California Department of Education reports that with each new school placement, foster youth typically lose six months of academic achievement. Consequently, as a student population, foster youth experience decreased graduation rates, decreased academic assessments scores, and increased rates of grade retention, chronic absenteeism, suspensions and expulsions. To improve educational stability, federal and state laws require that if a foster youth's placement changes, the student has the right to remain in his or her school of origin for the duration of the school year (Cal. Educ. Code § 48853.5).

3. Each local educational agency plan shall provide assurances that the local educational agency shall collaborate with the State or local child welfare agency to develop and implement clear written procedures governing how transportation to maintain foster youth in their school of origin when in their best interest shall be provided, arranged, and funded for the duration of the time in foster care, and:
 - a) Ensure children in foster care needing transportation to the school of origin shall promptly receive transportation in a cost-effective manner and in accordance with section 675(4)(A) of the Social Security Act (42 U.S.C.A. § 675(4)(A)); and
 - b) Ensure if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the local educational agency shall provide transportation to the school of origin if:
 - 1) The local child welfare agency agrees to reimburse the local educational agency for the cost of such transportation; or
 - 2) The local educational agency agrees to pay for the cost of such transportation; or
 - 3) The local educational agency and the local child welfare agency agree to share the cost of such transportation.

C. DEFINITIONS/DESCRIPTION OF TERMS

Best Interest Determination

1. The social worker, probation officer or other representative of the local child welfare agency that has legal responsibility for the care and protection of the student (hereinafter "case worker") shall notify the School District AB 490 Liaison that the student shall be moving to a new residence and the necessary timeframe for determining the child's most appropriate school placement.
2. The case worker and School District AB 490 Liaison shall collaborate and share relevant information with the parent, guardian, or educational rights holder and the student, depending on age and maturity, such that they may make an informed decision regarding whether it is in the best interest of the student to continue in the school of origin or be placed in another educational program.
3. Other school district representatives who may provide relevant information to the best interest determination include: the student's teacher, principal, transportation staff,

special education staff, and/or staff members specializing in English Language Learners. Additionally, the educational rights holder may also collaborate and consult with the foster parents, biological parents, when appropriate, and/or private therapists.

See attached *School of Origin Best Interest Determination Worksheet*. (Attachment 1)

Case Worker - Assigned social worker or probation officer assigned to an individual foster youth.

Education Rights Holder (ERH) - Education rights remain with biological parents unless a judge limits or removes education rights. When education rights are limited or removed a JV535 court form is generated identifying the assigned education rights holder.

School District AB 490 Educational Liaison - Every school district must have an appointed educational liaison to serve foster youth (Cal Educ.Code § 48853.5 (c).) The AB 490 Educational Liaison for each district shall also serve as the district point of contact (POC).

Foster Youth - A child who has been removed from the custody of his or her parent(s) or guardian(s) by the juvenile court and placed in foster care. (Cal. Educ. Code § 48853.5(g) and 45 C.F.R § 1356.21(k)). Foster care is 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. Foster care includes, but is not limited to, placements in foster family homes, foster homes of relatives, Short-Term Residential Therapeutic Programs (STRTP), emergency shelters, residential facilities, childcare institutions, and pre-adoptive homes (45 C.F.R § 1355.20). A student in foster care, under the LCFF definition, who lives at home with both or either biological parent, are not entitled to ESSA mandates and provisions.

Immediate Enrollment – Foster youth may enroll immediately (attending classes and access to all available school activities) in a new school even if the student has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for enrollment, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history, proof of residency, other documentation, or school uniforms (Cal. Educ. Code § 48853.5(f)(8)(B)). Placement decisions for students in special education are made by the IEP team.

Individualized Education Program (IEP) – An IEP is a written document that memorializes the collaborative effort between education rights holders and a local educational agency to develop an educational plan for a student with a disability. The IEP describes the child’s individual needs and documents the appropriate placement and services designed to meet those unique needs.

Local Education Agency (LEA) – LEA is a commonly used term for a school district. In some instances, LEA is used to refer to a charter school.

Point of Contact (POC) - The point of contact for County of San Luis Obispo Department of Social Services (DSS) is the Program Manager for the Education Programs Unit. The point of contact for Probation is the Supervisor of the Placement Unit.

School District of Origin – The LEA where the school of origin is located.

School District of Residence – The LEA in which the foster youth is currently residing.

School of Origin - Per Cal. Educ. Code § 48853.5(g), the school of origin is 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 the foster child attended some other school where s/he is connected and that s/he attended within the immediately preceding 15 months, the Educational Liaison, in consultation with the foster child and the person holding the educational rights to make decisions for the foster child, determine, in the best interest of the foster child, the school to be deemed the school of origin.

SLOCOE-FYSCP – San Luis Obispo County Office of Education (SLOCOE) - Foster Youth Services Coordinating (FYSC) Programs are grant programs for each county office of education in California to increase interagency support for foster youth. FYSC Programs have the ability and authority to ensure that health and school records are obtained to establish appropriate placements and coordinate instruction, counseling, tutoring, mentoring, vocational training, emancipation services, training for independent living, and other related services. FYSC Programs increase the stability of placements for foster children and youth. These services are designed to improve the children's educational performance and personal achievement, directly benefiting them as well as providing long-range cost savings to the state.

D. Transportation Plan Roles and Responsibilities

1. DSS and Probation shall work together to complete the following:
 - a. Assess all available options to address transportation needs, in the following order of consideration.
 - 1) Make every effort to place students in proximity to their school of origin. If a student is placed outside of their school of origin, the case worker will facilitate a Best Interest Determination with the foster youth (if appropriate), the foster youth's Educational Rights Holder, and the School District AB 490 Educational

- Liaison. The case worker shall use *School of Origin Best Interest Determination Worksheet* to facilitate the determination of school placement. (Attachment 1)
- 2) Determine the caregiver/resource parent's willingness and capacity to provide transportation with mileage reimbursement to the school of origin, or the possibility of the student to use bus pass or public transportation vouchers, reimbursement guidelines and amounts found on ACL11-51.
 - 3) If the foster youth may be placed in a SLO County Short-Term Residential Therapeutic Program (STRTP), complete the *School of Origin Best Interest Determination Worksheet* with STRTP Program Manager, Education Rights Holder, School District AB 490 Educational Liaison, and foster youth prior to the STRTP placement interview with the foster youth. Determine the capacity of the STRTP to provide transportation.
 - 4) If none of the above options are available, DSS/Probation will contact the School District AB 490 Educational Liaison and district Transportation Director via email, copying SLOCOE-FYSCP, to determine if the district can accommodate transportation. If the student has an IEP, the district Special Education Director should be included in the email request for transportation.
- b. Reimburse school districts (if district is providing transportation) with mileage reimbursement to the school of origin when a car or van is used to provide individual transportation, or when a school bus is rerouted. In calculating the mileage for a rerouted bus, use the difference between the existing bus route and the modified bus route. Reimbursements occur monthly, per allowable rate reimbursement levels as set forth on the DSS CWS 326-A *Third Party Transportation Agreement* (Attachment 2). Only one district may receive reimbursement from DSS.
 - c. Any school district or DSS/Probation may at any time choose to voluntarily share in the transportation expense or take sole responsibility for such transportation expenses.
 - d. Provide transportation to school of origin for youth in Emergency Shelter foster care. If the student has an active IEP and transportation is identified as a related service on the IEP, the case worker can contact the School District AB 490 Educational Liaison, the Transportation Director, and the Special Education Director to develop a collaborative transportation plan.
2. San Luis Obispo County School Districts shall:

- a. Assess all available options to address transportation needs, in order of consideration set forth below. These steps may occur concurrently with DSS review of options.
 - 1) The assigned AB 490 Educational Liaison checks to see if the student has an active IEP
 - a) If student has active IEP and transportation is identified as a related service:
 - (1) The school district of origin continues to offer transportation as identified in the IEP if student remains in their school district of origin.
 - (2) If the student has changed home placement and is residing in a different school district than their district of origin, both districts (the district of origin and the district of residence) shall split the expense of transportation.
 - b) If the student does not have an active IEP or they have an active IEP which does not have transportation as an identified related service:
 - (1) The school district of origin examines existing transportation options available for the student, including incorporating the student into an existing bus route. Transportation is provided by the district of origin if such a solution is available.
 - 2) The school district of origin and the school district of residence shall make every effort to collaborate to provide transportation to the school of origin when a student in out of home care resides outside of the boundaries of the school of origin. Potential options include, but are 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. The district of origin shall contact the district of residence directly or send an email to SLOCOE-FYSCP to request facilitation of this collaboration.
 - a) If school district(s) modify an existing bus route or use a car or van to provide individual transportation, follow the DSS/Probation monthly reimbursement rate to invoice DSS for travel expenses. (*DSS CWS 326-A Third Party Transportation Provider Agreement, Attachment 2.*) If two districts are involved, the districts shall split the expense of

transportation after the DSS/Probation reimbursement rate is applied. Only one district may apply for DSS reimbursement.

- 3) If the above-mentioned options are not available or if further assistance is needed to arrange transportation, the School District AB 490 Educational Liaison notifies the SLOCOE-FYSCP within five (5) school days via email.

3. SLOCOE-FYSCP shall:

- a. Facilitate communication between DSS/Probation and school districts.
- b. Assist with coordination of transportation services among all parties upon request.
- c. Assist with dispute resolutions between DSS/Probation and school districts and/or between school district of origin and school district of residence, upon request by any party.
- d. Convene annual transportation meetings with DSS/Probation and school districts to review student mobility and the transportation plan.
- e. Seek grant funding to defray the expense of transportation for school districts. Any funds received shall be distributed to districts at the end of each school year, according to the expenses incurred by each district.
- f. Provide DSS/Probation with updated contact lists annually prior to the start of the school year and update as changes are needed for School District AB 490 Educational Liaisons, Transportation Directors, and Special Education Directors.

E. Transportation Expenses

1. Pursuant to Section 675(1)(G) of the Social Security Act, the child welfare agency is vested with the responsibility for making individual placement decisions in accordance with a case plan that includes educational stability requirements. Additionally, the child welfare agency is entitled to include reasonable travel expenses as part of the foster care maintenance payments for the child to remain in the same school he or she was attending prior to placement in foster care (Section 675(4) of the Social Security Act). Transportation expenses associated with the foster youth's attendance at his or her school can also be charged as an administrative expense under Title IV-E as such transportation is related to case management and therefore necessary for the proper and efficient administration of the Title IV-E plan (45 C.F.R § 1356.60(c)(2)).

2. This MOU provides a mechanism for payment and/or reimbursement for travel expenses. (See Attachment 2 - DSS CWS 326-A *Third Party Transportation Provider Agreement*.)

F. Dispute Resolution

1. If there is disagreement between DSS/Probation and school district regarding responsibility for additional expenses related to maintaining a foster youth at his or her school of origin, DSS/Probation and school district understand that they are mutually responsible for coordinating efforts to ensure prompt transportation services. To resolve such disputes, the agencies shall take the following steps as needed:
 - a. DSS/Probation and the school district shall explore all no-expense and low-expense transportation options before considering other options.
 - b. The school district shall provide written notification to DSS/Probation regarding the dispute, its recommended solution, the reasoning supporting such recommendation, and its calculation of additional expense. Additional expense is calculated as the difference between the cost to transport a foster youth to his or her school of origin and the cost the school district would typically spend to transport any child within the district. (20 U.S. Code § 6312 (c)(5)(B))
 - c. In accordance with Title IV-E, DSS/Probation shall review its educational stability plan for the foster youth and the information provided by the school district to determine reasonable travel expenses for the foster youth.
 - d. DSS/Probation may either accept the school district's expense estimates and reimburse the school district for additional expenses or provide alternative transportation services separate from the school district.
2. During the dispute resolution process, the foster youth has the right to remain in their school of origin.

G. Complaint of Noncompliance

1. A complaint is a written and signed statement alleging a violation of federal or state laws or regulations that may include an allegation of unlawful discrimination, harassment, intimidation, or bullying.
2. If the complainant is unable to put the complaint in writing, due to disability or illiteracy, the local education agency shall assist the complainant in the filing of the complaint.

3. A complaint regarding the violation of specific federal and state programs that use categorical funds, such as Foster Youth Services, are considered Uniform Complaint Procedure (UCP) complaints. UCP complaints are filed with the school district superintendent or their designee.
4. Responsibilities of the LEA under noncompliance:
 - a. Ensure compliance with applicable federal and state laws and regulations.
 - b. Adopt UCP complaint policies and procedures consistent with 5 C.C.R § § 4600–4687.
 - c. Designate a staff member to be responsible for receiving, investigating and resolving complaints and make sure the staff member is knowledgeable about the laws/programs to which he or she is assigned.
 - d. Give the filing party an opportunity to present information and/or evidence relevant to the complaint.
 - e. Protect complainants from retaliation.
 - f. Resolve the complaint and complete a written report within 60 calendar days of receipt of the complaint unless extended by written agreement of the complainant.
 - g. Advise the complainant of the right to appeal the LEA's decision to the County Department of Education (CDE) within 15 calendar days of receiving the decision.

H. GENERAL TERMS

1. This MOU shall take effect 07/01/2024, upon signing of all parties and shall remain in effect until 06/30/2027. This MOU can be renewed annually for no more than two (2) one (1) year terms.
2. This MOU may be amended by written consent of all parties.

3. This MOU may be terminated by any party with 30 days' written notice.
4. This MOU shall not take effect or be enforceable until signed by all parties. Until this MOU is signed, all parties agree to use the Transportation Plan to Ensure Stability for Students in Foster Care.
5. This MOU may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of this MOU by facsimile or other electronic transmission (including PDF) shall have the same force and effect as delivery of a manually executed counterpart of this MOU, provided the original signatures will follow in the mail.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.

James Brescia

James Brescia, Ed.D., County Superintendent of Schools
San Luis Obispo County Office of Education

Sep 5, 2024

Date

Joe Koski

Joe Koski (Aug 28, 2024 16:18 PDT)

Joe Koski, Ed.D., Assistant Superintendent
San Luis Obispo County Office of Education

Aug 28, 2024

Date

Jessica Thomas

Jessica Thomas (Aug 27, 2024 16:15 PDT)

Jessica Thomas, Program Director
San Luis Obispo County Office of Education

Aug 27, 2024

Date

Melissa Abbey

Melissa Abbey, Director Fiscal Services
San Luis Obispo County Office of Education

Sep 4, 2024

Date

Aaron Asplund

Aaron Asplund (Sep 4, 2024 15:48 PDT)

Aaron Asplund, Assistant Superintendent, Business Services
San Luis Obispo County Office of Education

Sep 4, 2024

Date

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.

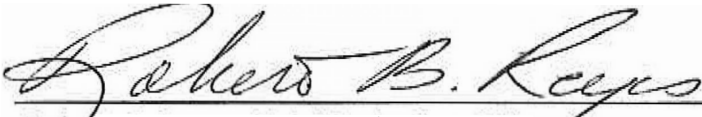
Devin Drake

01/22/25

Devin Drake, Director
County of San Luis Obispo Department of Social Services

Date

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.



Robert B. Reyes, Chief Probation Officer
County of San Luis Obispo Probation

10.30.2024

Date

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.

Jeff Cadwallader
Jeff Cadwallader (Oct 30, 2024 12:35 PDT)

Jeff Cadwallader, Superintendent
Almond Acres Charter Academy

Oct 30, 2024

Date


Ashleigh Austin
Ashleigh Austin (Oct 30, 2024 14:12 PDT)

Ashleigh Austin, Foster Youth Educational Liaison
Almond Acres Charter Academy

Oct 30, 2024


Date

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.


UD UD (Oct 30, 2024 11:13 PDT)

Tom Butler, Superintendent
Atascadero Unified School District

Oct 30, 2024
Date


James Duren (Dec 3, 2024 11:41 PST)


James Duren, Assistant Director of Support Services - Transportation
Atascadero Unified School District

Dec 3, 2024
Date


Kaitlynn Greenberg (Nov 15, 2024 12:17 PST)

Kaitlynn Greenberg, Special Education Director
Atascadero Unified School District

Nov 15, 2024
Date



E.J. Rossi, Foster Youth Educational Liaison
Atascadero Unified School District

Oct 31, 2024
Date


Kendyl Darnell (Nov 19, 2024 12:27 PST)

Kendyl Darnell, Assistant Superintendent of Business Services
Atascadero Unified School District

Nov 19, 2024
Date


IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.


Julie Turk (Oct 31, 2024 14:28 PDT)

Julie Turk, Administrator
Bellevue-Santa Fe Charter School

Oct 31, 2024

Date



Lexi Hagedorn (Oct 31, 2024 11:26 PDT)

Lexi Hagedorn, School Psych and Special Ed Coordinator
Bellevue-Santa Fe Charter School

Oct 31, 2024

Date

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.


Jenn Gaviola (Nov 13, 2024 12:25 PST)

Jenn Gaviola, Superintendent
Cayucos Elementary School District

Nov 13, 2024

Date


Elizabeth Villalobos (Nov 14, 2024 10:44 PST)

Liz Villalobos, Foster Youth Educational Liaison
Cayucos Elementary School District

Nov 14, 2024

Date


Adam Helfand (Nov 13, 2024 12:24 PST)

Adam Helfand, Special Education Director
Cayucos Elementary School

Nov 13, 2024

Date


Melanie A. Ouimet (Nov 13, 2024 12:12 PST)

Melanie Ouimet, Business Office Manager
Cayucos Elementary School

Nov 13, 2024

Date

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.

Jill Southern
Jill Southern (Nov 13, 2024 12:14 PST)

Jill Southern, Superintendent & Foster Youth Liaison
Coast Unified School District

Nov 13, 2024
Date

Ruben Campos
Ruben Campos (Nov 13, 2024 12:59 PST)

Ruben Campos, Transportation Director
Coast Unified School District

Nov 13, 2024
Date

Adam Helfand
Adam Helfand (Dec 3, 2024 10:40 PST)

Adam Helfand, Special Education Director
Coast Unified School District

Dec 3, 2024
Date

Christie Cosme
Christie Cosme (Nov 13, 2024 12:15 PST)

Christie Cosme, Chief Business Officer
Coast Unified School District

Nov 13, 2024
Date

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.

Paul Fawcett

Paul Fawcett (Oct 30, 2024 12:58 PDT)

Paul Fawcett, Superintendent
Lucia Mar Unified School District

Oct 30, 2024

Date

Nicholas Crouch

Nicholas Crouch (Nov 13, 2024 10:52 PST)

Nicholas Crouch, Transportation Coordinator
Lucia Mar Unified School District

Nov 13, 2024

Date



Joseph Geever (Nov 18, 2024 09:22 PST)

Joseph Geever, Special Education Director
Lucia Mar Unified School District

Nov 18, 2024

Date

Curt Eichperger

Curt Eichperger (Oct 30, 2024 10:28 PDT)

Rhonda Seybert, Director of Fiscal Services
Lucia Mar Unified School District

Oct 30, 2024

Date

Wendy Bruse

Wendy Bruse (Oct 31, 2024 14:50 PDT)

Wendy Bruse, Foster Youth Educational Liaison
Lucia Mar Unified School District

Oct 31, 2024

Date

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.

Jennifer Loftus
Jennifer Loftus (Jan 21, 2025 17:58 PST)

Jennifer Loftus, Superintendent
 Paso Robles Joint Unified School District

Jan 21, 2025

Date

Kelly Jenal Stainbrook
Kelly Jenal Stainbrook (Oct 30, 2024 13:45 PDT)

Kelly Jenal-Stainbrook, Transportation Director
 Paso Robles Joint Unified School District

Oct 30, 2024

Date

Stephanie Schofield
Stephanie Schofield (Oct 30, 2024 14:25 PDT)

Stephanie Schofield, Special Education Director
 Paso Robles Joint Unified School District

Oct 30, 2024

Date

Thomas Harrington
Thomas Harrington (Jan 21, 2025 13:46 PST)

Thomas Harrington, Director of Student Services
 Paso Robles Joint Unified School District

Jan 21, 2025

Date

BR

Brad Pawlowski, Assistant Superintendent for Business Services
 Paso Robles Joint Unified School District

Dec 3, 2024

Date

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.

Wendy Nielsen
Wendy Nielsen (Oct 30, 2024 16:03 PDT)

Wendy Nielsen, Superintendent
Pleasant Valley Joint Union Elementary School District

Oct 30, 2024

Date

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.

Eric Prater

Eric Prater, Superintendent
San Luis Coastal Unified School District

November 18, 2024

Date

Christopher Bonin
Christopher Bonin (Nov 16, 2024 11:09 PST)

Christ Bonin, Transportation Director
San Luis Coastal Unified School District

Nov 16, 2024

Date

Janet Gould
Janet Gould (Nov 18, 2024 11:00 PST)

Janet Gould, Special Education Director
San Luis Coastal Unified School District

Nov 18, 2024

Date

Cathy Ecklund
Catherine Ecklund (Oct 30, 2024 12:18 PDT)

Caty Ecklund, Director of Fiscal Services
San Luis Coastal Unified School District

Oct 30, 2024

Date


Chris Dowler
Chris Dowler (Oct 30, 2024 11:58 PDT)

Chris Dowler, Deputy Director
San Luis Coastal Unified School District

Oct 30, 2024

Date


IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.


Elizabeth McCullough (Dec 5, 2024 14:08 PST)

Elizabeth McCullough, Transportation Director
San Luis Obispo County Office of Education

Dec 5, 2024

Date


Katherine Aaron (Nov 13, 2024 12:23 PST)

Katherine Aaron, Assistant Superintendent
Student Programs and Services
San Luis Obispo County Office of Education

Nov 13, 2024

Date



Daniela Garcia (Oct 30, 2024 12:44 PDT)

Daniela Garcia, Foster Youth Liaison
San Luis Obispo County Office of Education

Oct 30, 2024

Date

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.


Karen Grandoli (Oct 30, 2024 13:41 PDT)

Karen Grandoli, Superintendent
San Miguel Joint Union School District

Oct 30, 2024

Date


Leonard R. Ward (Oct 30, 2024 13:39 PDT)

Leonard Ward, Special Education Director
San Miguel Joint Union School District

Oct 30, 2024

Date


Michelle Mayabb (Oct 31, 2024 12:17 PDT)

Michelle Mayabb, Chief Business Officer
San Miguel Joint Union School District

Oct 31, 2024

Date


Angela Lemm (Oct 31, 2024 12:42 PDT)

Angie Lemm, Foster Youth Educational Liaison
San Miguel Joint Union School District

Oct 31, 2024

Date


IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.


Kristina Benson (Oct 30, 2024 12:53 PDT)

Kristina Benson, Superintendent
Shandon Joint Unified School District

Oct 30, 2024

Date


Kenneth Shaffner (Oct 31, 2024 11:43 PDT)

Ken Shaffner, Special Education Director
Shandon Joint Unified School District

Oct 31, 2024

Date


Sadie Howard (Oct 30, 2024 13:10 PDT)

Sadie Howard, Chief Business Officer
Shandon Joint Unified School District

Oct 30, 2024

Date


Dolores Cardinale (Oct 30, 2024 13:18 PDT)

Dolores Cardinale, Foster Youth Educational Liaison
Shandon Joint Unified School District

Oct 30, 2024

Date

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.

Edd C Bond
Edd C Bond (Nov 13, 2024 10:56 PST)

Edd Bond, Ed.D, Superintendent
Templeton Unified School District

Nov 13, 2024

Date

Randy Botts

Randy Botts, Transportation Director
Templeton Unified School District

Oct 31, 2024

Date

Dr. Joseph N. Ledoux
Dr. Joseph N. Ledoux (Oct 30, 2024 13:38 PDT)

Joseph Ledoux, Director of Special Education
Director Templeton Unified School District

Oct 30, 2024

Date

Cyndi Waltmire

Cyndi Waltmire, Chief Business Officer
Templeton Unified School District

Oct 30, 2024

Date

Julie Davis
Julie Davis (Oct 30, 2024 13:40 PDT)

Julie Davis, Foster Youth Educational Liaison
Templeton Unified School District

Oct 30, 2024

Date

ATTACHMENT 1

SCHOOL OF ORIGIN BEST INTEREST DETERMINATION WORKSHEET

Foster Youth Name: _____

Phone Number: _____

Social Worker/Probation Officer Name: _____

Phone Number: _____

Note: Social Worker/Probation Officer - Confirm the school of origin and school of residence with Foster Youth Education Liaison.

School of Origin: _____

School of Residence: _____

Special Education? No IEP 504

Assembly Bill 1933 and Senate Bill 1353 allow foster youth to remain in their school of origin for the duration of the foster care placement, if it is in the best interest of the child; and allow the child to remain in the school of origin throughout multiple placement changes, if it is in the best interest of the child.

The Social Worker/Probation Officer can use this worksheet in collaboration with participants listed below to gather and document information about the best interest determination. This worksheet should be maintained in the foster youth’s case file.

PERSONS CONTACTED AS PART OF BEST INTEREST DETERMINATION:

- | | |
|--|--|
| <input type="checkbox"/> Education Rights Holder (ERH) | <input type="checkbox"/> Foster Youth Education Liaison (<i>mandatory</i>) |
| <input type="checkbox"/> Parent, if different from ERH | <input type="checkbox"/> Foster Youth |
| <input type="checkbox"/> Caregiver(s), if different from ERH | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Probation Officer | <input type="checkbox"/> Other: _____ |

FINAL DETERMINATION

The ERH has final authority about school enrollment for the foster youth.

Based on the input of the persons listed above, the Foster Youth Education Liaison’s recommendation and what the ERH believes would best serve the youth’s needs, the ERH chooses:

- To have the youth remain in their school of origin: _____; OR
- To waive the youth’s right to remain in their school of origin and requests immediate enrollment at _____.

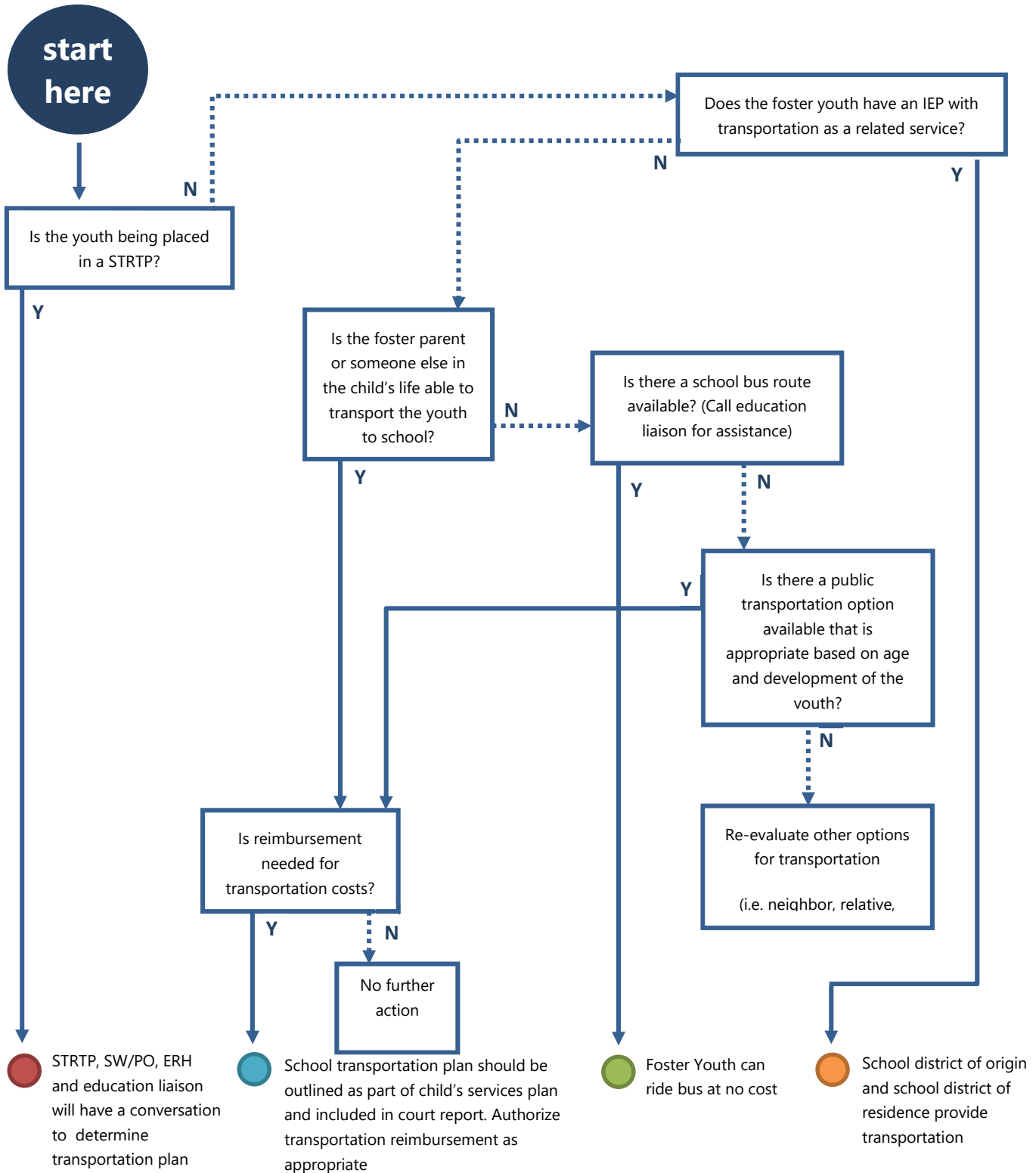
****Waiver of right to remain in their school of origin was given by ERH verbally or in writing.**

TRANSPORTATION

Use the attached flowchart to determine who will be responsible for providing transportation.

ATTACHMENT 1

TRANSPORTATION TO SCHOOL OF ORIGIN FLOWCHART



Travel Reimbursement Forms

Caregiver = DSS CWS 326 [\(Eng/Sp\)](#)

Third-Party = DSS CWS 326A [\(Eng\)](#)

**As of January 1, 2017, short term residential treatment programs (STRTP's) must provide core educational services such as transportation to school of origin (WIC 11463(b)). Additionally, current group home contracts for foster and probation youth may include obligations to provide and funding for transportation, including school of origin.*

**All County Letters [11-51](#) and [13-03](#) specify guidelines for reimbursement of caregivers for transportation to school of origin.*

ATTACHMENT 1

Note: *These considerations should be made in collaboration with the school of origin foster youth education liaison*

School of Origin Considerations		Local School Considerations	
<input type="checkbox"/>	Continuity of instruction The student would be served best at the school of origin due to circumstances that look to his/her past.	<input type="checkbox"/>	Continuity of instruction The student would be served best due to circumstances that look to his/her future.
<input type="checkbox"/>	Age and grade placement of the student Maintaining friends and contacts with peers is critical to the student's meaningful school experience and participation. The student has been in this environment for an extended period of time.	<input type="checkbox"/>	Age and grade placement of the student Maintaining friends and contacts with peers in the school of origin is not particularly critical to the student's meaningful school experience and participation. The student has attended the school of origin for only a brief time.
<input type="checkbox"/>	Academic strength The student's academic performance is weak and the student would fall further behind if he/she transferred to another school.	<input type="checkbox"/>	Academic strength The student's academic performance is strong and at grade level and the student likely would recover academically from a school transfer.
<input type="checkbox"/>	Social and emotional state The student is suffering from the effects of mobility, has developed strong ties to the current school and does not want to leave.	<input type="checkbox"/>	Social and emotional state The student seems to be coping adequately with mobility, does not feel strong ties to the current school and does not mind transferring.
<input type="checkbox"/>	Distance of the commute and its impact on the student's education The advantages of continuing to attend the school of origin outweigh any potential disadvantages presented by the length of the commute.	<input type="checkbox"/>	Distance of the commute and its impact on the student's education A shorter commute may help the student's concentration, attitude, or readiness for school. The local school can meet all of the necessary educational and special needs of the student.
<input type="checkbox"/>	Personal safety of the student The school of origin has advantages for the safety of the student.	<input type="checkbox"/>	Personal safety of the student The local school has advantages for the safety of the student.
<input type="checkbox"/>	Student's need for special instruction The student's need for special instruction, such as Section 504 or special education and related services, can be met better at the school of origin.	<input type="checkbox"/>	Student's need for special instruction The student's need for special instruction, such as Section 504 or special education and related services, can be met better at the local attendance area school.
<input type="checkbox"/>	Length of anticipated stay in placement The student's placement is outside of the school of origin's attendance zone, but his/her placement is temporary. The student will benefit from the continuity offered by continuing to attend the school of origin.	<input type="checkbox"/>	Length of anticipated stay in placement The student is in (or about to be placed in) a permanent living situation (i.e. with a relative or someone seeking legal guardianship or adoption); the student will benefit from developing relationships with school peers who live in his or her local community.

ATTACHMENT 2

THIRD PARTY TRANSPORTATION PROVIDER AGREEMENT AND AUTHORIZATION FOR REIMBURSEMENT OF EDUCATIONAL TRAVEL

Student's Name: _____ **Case Number:** _____

THIRD PARTY TRANSPORTATION PROVIDER/AGENCY STATEMENTS:

- Eligibility for reimbursement of the cost of educational travel (K-12), as described in [ACL 10-12](#), [ACL 11-51](#), commences when all other eligibility conditions for foster care maintenance payments are met by a County certified RFA/licensed family.
- The Transportation Provider/Agency must notify the Social Worker (SW) or Deputy Probation Officer (DPO) of any changes to the agreed upon transportation arrangements immediately; reimbursement will be adjusted or discontinued accordingly. An overpayment and reimbursement request may be assessed and the Transportation Provider may be responsible for reimbursement to San Luis Obispo County.

The form has been reviewed by the Provider and Provider Agency, if applicable. Signatures represent understanding and agreement to the terms outlined above. Please note if payee is the provider or agency.

Transportation Provider: _____

 Print (Individual) Signature

Transportation Agency: _____

 Print (School or District, if applicable) TIN/SSN of payee for reimbursement

Agency Authorized Representative: _____

 Print (School or District staff) Signature Date

TO BE COMPLETED BY SOCIAL WORKER OR DEPUTY PROBATION OFFICER

1. Is the youth attending the school at which enrolled at the time of placement (school of origin)? Yes No
 2. How is the youth traveling to the school of origin?
 Caregiver Transportation Arrangement with Third Party (such as neighbor, friend, private provider, etc.)
 Education Transportation Arrangement (through school personnel, School or District)
 3. Does the youth have an Individual Education Plan (IEP)? Yes No
 If yes, does the IEP include a provision for door-to-door transportation? Yes No
- Address of Pick-up Location of Student: _____
- Name and Address of School: _____
- Address of Drop-off Location of Student (if different than above): _____
- Placement Type: County RFA/Licensed family Foster Family Agency (FFA) RFA/Licensed family Group Home/STRTP/Other

ATTACHMENT 2

AUTHORIZED BY SOCIAL WORKER OR DEPUTY PROBATION OFFICER	
Distance from Placement to school one way	
<input type="checkbox"/> Up to 3 miles.....(\$0)	<input type="checkbox"/> 14 to 18 miles.....(\$250)
<input type="checkbox"/> 4 to 8 miles.....(\$58)	<input type="checkbox"/> 19 to 23 miles.....(\$347)
<input type="checkbox"/> 9 to 13 miles.....(\$154)	<input type="checkbox"/> 24 or more miles.....(\$443)
The amount shown is the educational travel rate per month, per student.	
SW/PO – attach a copy of a web map for verification of mileage <input type="checkbox"/>	
Signature: _____	Date: _____

FAQs

- Q. Is Educational Travel Reimbursement available to support every student in foster care?
- A. No. The student must be in an approved RFA certified family home, eligible for foster care maintenance payments. Reimbursement pertaining to students in congregate care is handled separately and not through the utilization of this form.

- Q. Do Transportation Providers need to submit to background checks and provide DMV records?
- A. Maybe. If the Transportation Provider is a School or District, it is incumbent upon the Agency to complete the necessary checks. If the Transportation Provider is a private individual, the SW/PO will need to complete background checks and obtain a copy of the provider’s DMV record.

- Q. Is the Educational Travel Reimbursement available to more than one provider? For example, a teacher at the student’s school transports them to school each morning and the student’s caregiver transports them home from school.
- A. No. Only one provider is eligible to receive the educational travel reimbursement.

- Q. Can the Educational Travel Reimbursement be utilized if the student changes schools due to their placement change move?
- A. No. Pursuant to ACL 11-51 (p. 4), “The educational travel reimbursement is only for the student whose educational stability plan indicates that the student will remain in the school of origin.”

- Q. Does a student have the choice whether to remain in their school of origin (the school they were enrolled in prior to placement in foster care)?
- A. The student has the right to remain in their school of origin. The Educational Rights Holder must waive this right prior to the student’s school being changed. AB 1933 and SB 1353 allow the student to remain in the school of origin for the duration of the foster care placement, if it is in the best interest of the student; and allow the student to remain in the school of origin throughout multiple placement changes, if it is in the best interest of the student. AB 1933 also allows foster students to matriculate with their peers in accordance with the feeder patterns of school districts.

ATTACHMENT 2

REMINDERS:

PL 110-351 and AB 1933 require that educational planning for a student be coordinated between the responsible placement and educational agencies **and the person holding the right to make educational decisions for the student.**

Public Law (PL) 110-351 requires social workers and probation officers to include documentation of compliance with the following in the case file:

- The placement of the student in foster care takes into account the appropriateness of the current educational setting and the proximity of the placement to the student's school of origin AND
- DSS has coordinated with local educational agencies to ensure that the student remains in the school of origin; OR
- If remaining in such school is not in the best interests of the student, DSS and local education agencies provide immediate and appropriate enrollment in a new school, which includes submission of all educational records of the student to the new school.

NOTICES:

SW/PO: Please remember to notify the school(s) impacted by the placement change, including contact information for yourself and the new caregiver(s), if applicable. Please provide information regarding any contact permissions or restrictions. If the student has an IEP and the move will change the Local Plan Area (LPA), you must notify SELPA utilizing the "Notice of out of Home Placement" form and contact the new LPA.

Related documents: DSS CWS 009 – School of Origin Best Interest Determination Worksheet