

MEMORANDUM OF UNDERSTANDING Between

the Antioch Unified School District (AUSD), the Contra Costa County Office of Education (CCCOE), the Mt. Diablo Unified School District (MDUSD), and the West Contra Costa Unified School District (WCCUSD).

for a

Foster Youth Transportation Agreement

To ensure the educational stability of Foster Care Youth:

It is the intent of the parties that this Agreement establish procedures to provide and fund the necessary transportation for foster children to remain in their school of origin¹ (SOO) as required by the Every Student Succeeds Act ("ESSA") (114 P.L. 95, 129 Stat.1856). The agreement is in effect January 01, 2021 through June 30, 2021, unless extended or terminated before that date.

Joint Responsibilities:

- The LEAs agree to collaborate to jointly design a comprehensive transportation plan to ensure that transportation for children in foster care is provided, arranged, and funded.
- The LEAs agree to communicate regularly and share leadership responsibilities at the local level to ensure that available resources for transportation are utilized in the most effective manner, without duplication.
- The LEAs agree that transportation must be provided in a "cost effective" manner so low-cost/no-cost options should be explored. (e.g. pre-existing bus stops or public transportation, foster parents provide transportation, transportation by other programs if child is eligible)
- The LEAs agree to maintain confidentiality of information regarding children and families being served, in accordance with the Family Education Rights and Privacy Act (FERPA), and all other State and Federal laws and regulations regarding confidentiality.

1. Definitions

The parties agree to the definitions included in **Appendix A** as part of this agreement.

2. Scope

The provisions of this agreement cover students entering foster care, placed in out-of-home care (OHC), or changing placements who are under the supervision of CFS (herein after referred to as "students") within all of Contra Costa County's 18 school districts.

3. Funding

CCCOE, through its Foster Youth Services Coordinating Program (FYSCP), will contribute \$130,000 toward a transportation contract, plus in-kind contributions of staff time to coordinate the provision of transportation.

In the event that any of the \$130,000 contributed for a transportation contract remains unused after the termination or expiration of this agreement, the remaining amount will be refunded to the California Department of Education (CDE).

4. Best-Interest Determination

- A. Upon receiving notification that a student will be placed in OHC or will be changing or has changed OHC placement, the district AB 490 Liaison immediately notifies the student and his/her Education Rights Holder (ERH) of the student's right to attend his/her SOO.
- B. The SOO is the default school placement. Prior to any school changes, a best-interest determination process must occur. The student may not be disenrolled from school until and unless that determination finds it in his/her best interest to change school placements. The student must attend his/her SOO during the best-interest determination process. Within five school days of receiving notification from

¹ See Appendix A for definition.

CFS, the district AB 490 Liaison, will consult with the student and his/her ERH and may make a recommendation to them regarding the student's best interest².

- C. Before recommending that a student be moved from his/her SOO, the AB 490 Liaison shall provide the student and the ERH with a written explanation stating the basis for the recommendation and how the recommendation serves the student's best interest. The student's ERH ultimately decides whether to invoke or waive school of origin rights.
- D. If the ERH determines that the best interest of the student would be served by his/her transfer to a school other than the SOO, the student shall immediately be enrolled in the new school. If CFS or any other party disagrees with the ERH's best-interest determination, they may bring it to the court's attention so it can determine whether any additional orders are necessary.
- E. When it is in a student's best interest to remain in their SOO, the district and CFS collaborate to establish the most cost-effective transportation arrangements available for the student within five school days of the best-interest determination's³ being made.
- F. AUSD, MDUSD, and WCCUSD will work with CFS to exhaust all resources prior to requesting CCCOE transportation.

5. District Assess Available No- Or Low-Cost Options To Address Transportation Needs

The required steps to assesses all available transportation options:

- A. The district AB 490 Liaison assesses whether the child is eligible for transportation services under another entitlement (because of experiencing homelessness) or as a related service included in his/her Individualized Education Plan (IEP) or 504 Plan. The district provides and funds transportation if the student is eligible under the McKinney-Vento Act or the Individuals with Disabilities Education Act (IDEA).
- B. The district examines existing transportation options available for the student, including incorporating the student into an existing bus route, modifying an existing bus route, or other no-cost or lost-cost options. Transportation is provided and funded by the district if such a solution is available.
- C. Districts will collaborate to provide transportation to the SOO when a student in OHC resides outside of the boundaries of the school district of origin. This can include, but is not limited to, districts modifying and connecting cross-district routes, or one district providing transportation to the SOO while the other provides transportation from the SOO. The district of origin can contact the district of residence directly or send an email to request facilitation.
- D. The district AB 490 Liaison notifies the CCCOE FYSCP staff via email at when the above-mentioned options are not available, or when further collaboration is necessary to set up transportation.

6. Pilot Data and Evaluation

- a. Parties agree to share relevant data to complete a pilot evaluation and compile lessons learned working with an agreed-upon independent evaluator.
- b. CCCOE and districts will collect data on
 - i. Lessons learned
 - ii. Potential barriers to countywide implementation
 - iii. Numbers of youth served
 - iv. Modes of transportation used
 - v. Average distances traveled
 - vi. Costs associated with transportation
 - vii. Other information that the parties agree is important for understanding lessons learned and program performance, and to develop recommendations for program improvement

² See **Appendix A** for definition and **Appendix B** for tool.

³ See **Appendix A** for definition.

7. Termination

- a. Any party may terminate this MOU without penalty at any time but must provide 30 school days' written notice. Notice is deemed served on the date of mailing to the following address

Contra Costa County Office of Education
Youth Services Manager
77 Santa Barbara Road
Pleasant Hill, CA 94523

- b. Unless the parties agree otherwise in writing, this MOU will terminate automatically if the funds contributed by CCCOE referenced in Section 3 are exhausted.

8. Counterparts

This MOU may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

Antioch Unified School District

Superintendent or Designee Date

Approved by Governing Board on:

Mt. Diablo Unified School District

Superintendent or Designee Date

Approved by Governing Board on:

Contra Costa County Office of Education

Superintendent or Designee Date

Approved by Governing Board on:

West Contra Costa Unified School District

Superintendent or Designee Date

Approved by Governing Board on:

Appendix A: Definitions

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

AB 490 Liaison Every school district must appoint an educational liaison to serve foster children. EC § 48853.5(b).

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

Student in foster care ESSA provides for transportation for a foster student placed in out-of-home care to the student's school of origin. A "student in foster care" under the LCFF definition, who are living at home with either parent, are not entitled to the ESSA transportation mandates and provisions.

School of origin Per California Education Code Section 48853.5 (g), the school of origin is the school that the foster child attended when permanently housed or the school in which the foster child was last enrolled. If the school the foster child attended when permanently housed is different from the school in which the foster child was last enrolled, or if the foster child attended some other school where he/she is connected and that he/she attended within the immediately preceding 15 months, the educational liaison, in consultation with and with 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 interests of the foster child, the school to be deemed the school of origin.

School district of origin The district that operates the school of origin.

Appendix B: Joint Protocol—Roles and Responsibilities of School Districts in Implementing School of Origin Rights

Best-Interest Checklist

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

Option 1 Remain at Current School (School of Origin)		Option 2 Transfer to New School Near Placement		Option 3 Transfer to Other School Attended in Prior 15 Months (School of Origin)	
<input type="checkbox"/>	Student preference Student wants to remain in the same school.	<input type="checkbox"/>	Student preference Student wants to transfer to new local school.	<input type="checkbox"/>	Student preference Student wants to attend this school.
<input type="checkbox"/>	Length of attendance/strong ties Student attended this school for an extended period of time and developed strong ties (friends, teachers/staff, extracurricular activities).	<input type="checkbox"/>	Length of attendance/strong ties Student attended prior school for a brief period of time.	<input type="checkbox"/>	Length of attendance/strong ties Student previously attended this school for an extended period of time and developed strong ties; or matriculating into this school would preserve strong ties.
<input type="checkbox"/>	Academics School is best able to meet student’s needs (sustain strong academic performance or help student if underperforming).	<input type="checkbox"/>	Academics New local school is best able to meet student’s needs.	<input type="checkbox"/>	Academics This school is best able to meet student’s academic needs.
<input type="checkbox"/>	Special needs School is best able to meet special needs (e.g. IEP, school-based mental health services, English Learner program, child care for parenting students, etc.).	<input type="checkbox"/>	Special needs New local school would better meet special needs.	<input type="checkbox"/>	Special needs This school would best meet special needs.
<input type="checkbox"/>	Timing of transfer Student would have to change schools mid-year, during testing, etc.	<input type="checkbox"/>	Timing of transfer School change would occur at end of school year or end of semester.	<input type="checkbox"/>	Timing of transfer School change would occur at end of school year or end of semester.
<input type="checkbox"/>	Commute time (assuming fastest method of transportation)⁴ Commute is not so long as to negatively affect the student, and student is willing to commute.	<input type="checkbox"/>	Commute time (assuming fastest method of transportation) Commute time will negatively affect the student, in light of student’s age, needs, and activities.	<input type="checkbox"/>	Commute time (assuming fastest method of transportation) Commute to this school is not so long as to negatively affect the student, and student is willing to commute.
<input type="checkbox"/>	Length of anticipated stay The student’s placement is temporary or uncertain, so staying in prior school will provide continuity.	<input type="checkbox"/>	Length of anticipated stay The student’s placement appears likely to be permanent or long-term, so the student will benefit from transitioning to new local school.	<input type="checkbox"/>	Length of anticipated stay This school is best option in light of anticipated length of placement and student’s permanent plan (e.g., school is near parents’ home and plan is reunification).
	Other factors Number of past school changes; siblings’ school placement; influence of school climate on student, etc.		Other factors Number of past school changes; siblings’ school placement; influence of school climate on student, etc.		Other factors Number of past school changes; siblings’ school placement; influence of school climate on student, etc.

⁴ Cost may not be considered as a factor in the best-interest determination.