



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602



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September 30, 2019

To: Supervisor Janice Hahn, Chair
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Supervisor Sheila Kuehl
Supervisor Kathryn Barger

From: 
Bobby D. Cagle
Director

SUMMER SCHOOL STABILITY FOR FOSTER CHILDREN MONTHLY STATUS REPORT

On June 25, 2019, the Board of Supervisors directed the Department of Children and Family Services (DCFS) to 1) Expend up to \$50,000 to continue covering the costs of this pilot program for summer school to the schools of origin through August 30, 2019, while the Memorandum of Understanding (MOU) is being finalized and signed by school districts; 2) Communicate information to DCFS Regional Offices, caregivers, and students; and 3) Provide a written status report to the Board in 30 days and each subsequent month, in consultation with the Office of Child Protection (OCP), Workforce Development, Aging and Community Services (WDACS), and the Los Angeles County Office of Education (LACOE) on the process of finalizing the MOU; disseminating information to the school districts on the MOU, and the number of school districts that have signed the MOU.

BACKGROUND

In 2015, President Obama signed the *Every Student Succeeds Act* (ESSA), which imposes requirements on local education agencies (LEAs) and child welfare agencies to jointly establish plans that enable prompt transportation to foster youths' schools of origin to facilitate educational stability for foster youth. In December 2017, the OCP, DCFS, LACOE and Los Angeles Unified School District (LAUSD) implemented the Foster Youth School Stability Transportation Pilot to keep foster youths in their schools of origin. The purpose of this pilot was to immediately provide rides to foster youths' school of origin, while allowing time for DCFS and school districts to collect data on the costs to implement this work in the long-term and develop detailed procedures.

Transportation to school of origin is provided through 1) Education Travel Reimbursements (ETR) also known as caregiver reimbursements, 2) public transportation, 3) school bus routes, and 4) a private vendor. An outcome report of the pilot program was previously submitted to the Board of Supervisors.

On June 30, 2019, the Foster Youth School Stability Transportation Pilot came to an end, but DCFS has continued to cover the transportation costs of the private vendor for summer school to schools of origin, as directed by the Board of Supervisors on June 25, 2019. As of July 31, 2019, 69 foster youths have been transported to summer school at their school of origin using the private vendor, at a cost of \$74,213.50, utilizing unspent prior year funding previously authorized for this program.

STATUS REPORT

Finalizing the MOU and Disseminating the Information to School Districts

- The MOU, signed by LACOE and DCFS, was sent out by LACOE to all 80 school districts, along with a signed cover letter.
 - An amended MOU was subsequently developed to add items which clarify and strengthen the MOU, including: means of payment (section 3D), indemnification (section 3D), estimated costs (Appendix E), amendments (Section 16C) and the possibility of electronic signature (Section 18).
 - LACOE will be sending an email to all school districts, which includes the amended MOU. The amended MOU is attached for reference.
- The OCP, DCFS and LACOE are conducting outreach to Los Angeles County school districts serving large numbers of foster youth regarding participation in the MOU.
 - On June 17, 2019, the OCP hired an Outreach Coordinator, utilizing philanthropic funds from the Hilton Foundation, to facilitate school districts signing on to the MOU.
 - In early July 2019, the Outreach Coordinator began contacting Superintendents of the eight school districts with the highest foster youth populations (Antelope Valley Union High School District, Compton Unified School District, Lancaster School District, Los Angeles Unified School District, Long Beach Unified School District, Pasadena Unified School District, Palmdale School District, and Pomona Unified School District).
 - For the remaining 72 school districts, the OCP, LACOE, DCFS and the Outreach Coordinator are providing information and assistance with signing onto the MOU, as needed.
- DCFS and the OCP have developed a Process One-Pager and a Frequently Asked Questions (FAQ) handout that was distributed to the top eight school districts. DCFS and the OCP are working on distributing the materials more widely.

- The Process One-Pager and FAQ documents were attached to the Board Report dated August 29, 2019. It should be noted these are iterative documents and any revised versions will be provided accordingly.
- DCFS developed a FAQ document for social workers (CSWs) specific to School Stability for Foster Youth, which was distributed on August 20, 2019, and posted on the DCFS Intranet Site (LA Kids).
 - Additional outreach to CSWs will be conducted during upcoming general staff meetings at all regional offices.
 - Presentations are to begin in October 2019, and will continue to be scheduled upon each regional office's availability. The DCFS Education Section, with support from DCFS Education Specialists and co-located LACOE staff, will present the information and disseminate materials about school of origin planning and transportation assistance, as well as available educational supports for each office.
 - A copy of the FAQ document for CSWs was attached to the Board Report dated August 29, 2019.
- The OCP and DCFS conducted a training of LACOE's Foster Youth Services Coordinating Program (FYSCP) Senior Program Specialists, who interface directly with District Foster Youth Liaisons and meet with them regularly to provide updates, resources, and trainings. Topics covered during the training included: updates on outreach and how to connect school districts with the right people to move the MOU forward; an overview and resources to help explain the process described in the MOU, and a review of frequently asked questions from school districts thus far.
 - LACOE, OCP, DCFS, and the Outreach Coordinator will be attending the LACOE Regional Learning Networks over the next month, to provide targeted information and answer questions from all the District's Foster Youth Liaisons.

Status of School Districts in Signing the MOU

As of September 16, 2019, the OCP reports that the following school districts have executed the Original MOU. They are working with these school districts to sign the amendment to the MOU.

- El Rancho Unified School District
- Lancaster Unified School District

As of September 16, 2019, the OCP reports that the following school districts have executed the amended MOU:

- Palmdale School District
- Compton Unified School District

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- Westside Union School District
- El Monte Union High School District
- Whittier Union High School District
- Antelope Valley Union High School District

Execution of the amended MOU equates signing the Original MOU and the amendment.

Of the remaining top eight school districts, Pasadena Unified and Los Angeles Unified School Districts are moving forward with executing the MOU. The Board of Education for Pasadena Unified will be voting on September 26, 2019. LAUSD, which has approximately 40 percent of the County's foster youth, will be voting on October 1, 2019. The OCP, LACOE, and the Outreach Coordinator are continuing to communicate with Long Beach Unified and Pomona Unified School Districts. Of the 72 smaller districts, the following are also in the process of moving forward with the MOU:

- Alhambra Unified School District
- Downey Unified School District
- ABC Unified School District
- Burbank Unified School District
- Culver City Unified School District
- El Monte City School District
- Torrance Unified School District

NEXT STEPS

Diligent efforts will continue to be made to encourage school districts to become signatories on the MOU. Monthly updates will be provided to the Board.

If you have any questions, please contact me at (213) 351-5600, or your staff may contact Aldo Marin, Board Liaison at (213) 351-5530.

BDC:CS:DS
LSK:pa

Attachment

c: Chief Executive Office
County Counsel
County Office of Education
Office of Child Protection
Probation
Workforce Development, Aging and Community Services

**Interagency Agreement Between the
Los Angeles County Department of Children and Family Services (DCFS),
the Los Angeles County Office of Workforce Development, Aging and Community
Services (WDACS), the Los Angeles County Office of Education (LACOE), and the
Undersigned Los Angeles County School Districts and their Affiliated Charter Schools
for a Long-Term Transportation Plan to Ensure School Stability
for Foster Care Youth**

It is the intent of the parties that this agreement establish procedures to provide and fund¹ the necessary transportation for foster youth to remain in their school of origin² (SOO) as required by the Every Youth Succeeds Act ("ESSA") (20 U.S.C. 6311-12). The agreement is in effect until otherwise agreed upon by the parties.

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 all youth from preschool³ to 12th grade who are entering foster care, placed in out-of-home care (OHC), or changing placements under the supervision of DCFS (herein after referred to as "youth" or "foster youth") within all of the undersigned Los Angeles County School Districts (herein after referred to as "Districts" or "School Districts").

3. Funding⁴

- A. DCFS will administer Education Travel Reimbursement Payments to resource families and Metro TAP cards to eligible youth as appropriate. DCFS will be responsible for any costs associated with these methods for SOO transportation.
- B. DCFS contracted Short-Term Residential Therapeutic Programs (STRTPs) will be responsible for providing transportation to SOO for foster youth within their care⁵.

¹ Contingent upon available funding

² See Appendix A for definition

³ Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care issued by the U.S. Department of Education and the U.S. Department of Health and Human Services on June 23, 2016 (Question 7, Page 8): If an LEA offers a public preschool education, an LEA must meet the Title I requirements for children in foster care in preschool, including ensuring that a child in foster care remains in his or her preschool of origin, unless a determination is made that it is not in the child's best interest. (See ESEA section 1111(g)(1)(E))

⁴ Please see Appendix E as well as Sections 5-9 below to determine when a given method of transportation will be utilized

⁵ California Department of Social Services Short-Term Residential Therapeutic Program Interim Licensing Standards, (Cal. Dept. of Social Services, STRTP ILS), Version 3.

- C. School Districts will be responsible for any costs associated with utilizing or re-routing bus routes for SOO transportation or for any Metro TAP cards they provide to foster youth as appropriate.
- D. DCFS and School Districts of Origin shall split transportation costs evenly (50% each) for both stop-gap and long-term private transportation (see Section 5 & 8)⁶. School districts participating in this shared transportation cost component will be added as indemnified parties to the private transportation agreement.
1. Appendix E, Estimated Private Vendor Costs, have been projected based on the data from the pilot project, broken down by school district, and includes an estimated growth rate of 100% and a contract administrative fee of 10%. Annual changes or adjustments to the amounts identified in Appendix E will be distributed to all affected parties and incorporated into this agreement through a change notice.
 2. School Districts
 - a. School Districts that wish to participate may sign on at any time and provide monies as outlined in Appendix E, Estimated Private Vendor Cost, or at an agreed upon pro-rated rate.
 - b. Participating school districts will issue a check to the County of Los Angeles and send it to the attention of:
Dennis Conte
County of Los Angeles
Workforce Development, Aging & Community Services
3175 W. Sixth Street
Los Angeles, CA 90020
 - c. Separate accounts will be established for each participating school district in a non-interest bearing trust fund for the private transportation vendor services. Initial establishment of the account may take up to 30 days. Notice of the account, once established, and invoice copies will be sent to the individual identified in Appendix D, Points of Contact.
 - i. When the account balance falls below 60%, notice shall be provided to the individual identified in Appendix D, Points of Contact.
 - ii. If additional funds are not available, private transportation services will cease when funds fall below 2%.

⁶ Pending available funding

- iii. Following the initial signing year, School Districts must provide their shared cost allocation as shown in Appendix E, Estimated Private Vendor Cost, no later than July 15th for the upcoming academic year.
3. DCFS shall establish a departmental service order, or other agreed upon payment method in the amounts identified in Appendix E, Estimated Private Vendor Costs, to match the costs for those School Districts participating under this agreement.
4. **Identifying Youth Entering Foster Care Who Will Be Placed In Out-of-Home-Care (OHC) or Who Are Changing Placement⁷**
 - A. DCFS Children's Social Worker (CSW) will utilize the Form 1399⁸ to notify the school and school district's Foster Youth Liaisons following a determination that a youth will be or has been placed into OHC or is moving to a new OHC placement. If the youth has an active Individualized Education Plan (IEP), rules of court require that any local education agencies involved receive notice at least 10 days in advance of the school change (CA Rule of Ct. 5.651(e)(1)(B).). The notification shall also remind the school district of origin's District Foster Youth Liaison of a potential need for a best interest determination⁹ (BID)(see Section 7).
 - B. School districts shall ensure that there is a designated District Foster Youth Liaison (or other designee) to receive and respond to these notifications in a timely manner. School districts shall provide updated contact information for this individual and send it to LACOE Foster Youth Services Coordinating Program (FYSCP). LACOE FYSCP will update this list on their website and email the DCFS Education Section YES email box at youth.education.support@dcfs.lacounty.gov.
 - C. DCFS will share the youth's CSW information through the DCFS 1399 form that they provide to the school as well as through weekly data sharing between California Department of Education (CDE) and California Department of Social Services (CDSS). If a school district would like to make a transportation referral, they can email the CSW assigned to the youth's case who will then connect the school district with the appropriate Education Specialist.
 - D. If LACOE FYSCP receives any transportation referrals, they will forward them to the DCFS Education Unit YES email box at youth.education.support@dcfs.lacounty.gov.

⁷ Please see Appendix E for a flowchart of the entire long-term ESSA process.

⁸ DCFS 1399: Notification to School of Pupil's Foster Care Status and/or Request for Transfer of Pupil and Records. This form shall be submitted to the school districts via fax or email, until the LACOE Education Passport System is fully implemented and the DCFS 1399 form can be sent electronically to school districts through that system. The 1399 form also has instructions for the school and district regarding procedures for pursuing an IEP for the student.

⁹ See Appendix A for definition

5. Stop-Gap Transportation

For Newly Detained Youth Not Placed in STRTPs

- A. DCFS CSW will discuss with the Education Rights Holder (ERH) and the DCFS supervised youth both of their education rights as well as the potential for a BID meeting to be called in the future.
- B. DCFS will determine whether immediate stop-gap transportation to the SOO is necessary while a best-interest determination is being made (Section 7) and long-term transportation plans finalized (Section 8).
- C. If an immediate default stop-gap option¹⁰ is feasible, that method will be utilized. DCFS and/or District Foster Youth Liaison, depending on the method of stop-gap transportation, will coordinate with the resource family as needed to facilitate stop-gap transportation.
- D. If an immediate default stop-gap transportation option is not available, DCFS will refer to the contracted private vendor to schedule a ride. The referral will be sent simultaneously to the contracted private vendor and to WDACS. WDACS, as the contract holder, will track the invoices and oversee the fiscal monitoring. The contracted private vendor will set-up the ride and send out a confirmation email to the CSW, District Foster Youth Liaison, and Education Specialist.
- E. All costs will be split according to Section 3.

For Newly Detained Youth Placed in STRTPs

- F. The STRTP will provide immediate stop-gap transportation to the youth's SOO.

6. Identifying the Education Rights Holder

For Newly Detained Youth:

- A. At the initial court hearing, the court must consider who holds the education rights and whether the parental education rights are to be limited or terminated. If they are limited or terminated, then the court may assign a new or co-ERH to make education decisions on behalf of the foster youth, using form JV 535 (Order Designating Education Rights Holder).¹¹
- B. Once an ERH has been determined or newly assigned, the CSW will inform the ERH of their rights, the youth of their educational rights, and the potential for a Best Interest Determination meeting to be called in the future (Section 7).

For Replacements:

¹⁰ An immediate default stop-gap option is an option that can be implemented to ensure the youth can attend their school of origin immediately, this may include caregiver driving the youth to school, child can walk, TAP cards, etc.

¹¹ California Rule of Court 5.651 (b)(1)

- C. If the ERH is listed and reachable, the CSW will call the ERH and inform them of the ERH's rights, the youth's educational rights, and the potential for a Best Interest Determination meeting to be called in the future (Section 7).
- D. If an ERH is not listed or the CSW cannot get a hold of them, the CSW will either 1) bring up this issue at an upcoming Court Hearing or 2) fill out and file a JV-539 (Request for Hearing Regarding Child's Education).
- E. If a CSW uses an existing hearing or walk-ons to address the issue of not being able to reach an ERH, the Court will determine whether or not the current ERH rights are to be limited or terminated or assign a new ERH or co-ERH.
- F. Once an ERH has been determined or newly assigned, the CSW will inform them of their rights as well as the potential for a BID meeting to be called in the future (Section 7).

7. Best Interest Determination (BID)¹²

- A. The SOO is the default school placement. Prior to any school changes, a BID process must occur. The youth may not be unenrolled from school until and unless that determination finds it in his/her best interest to change school placements. The youth must be transported to the SOO through the stop-gap process outlined in Section 5, until the long-term method of transportation is determined (Section 8).
- B. Data will be gathered from DCFS and the School District to track whether the BID is happening in a timely manner. A reminder will be sent to the DCFS CSW and District Foster Youth Liaison to convene a BID with the ERH and youth.
- C. When a BID is convened, the ERH, youth, CSW and District Foster Youth Liaison may use Appendix B: BID Tool to help guide their discussion.
- D. Before recommending that a youth be moved from his/her SOO, the District Foster Youth Liaison shall provide the youth and the ERH with a written explanation stating the basis for the recommendation and how the recommendation serves the youth's best interest. The youth's ERH ultimately decides whether to invoke or waive SOO rights.
- E. If the ERH determines that the best interest of the youth would be served by his/her transfer to a school other than the SOO, the youth shall immediately be enrolled in the new school. If DCFS or any other party disagrees with the ERH's best-interest determination, they should refer to Section 13 for Dispute Resolution procedures.

¹² See Appendix A for definition and Appendix B for tool.

- F. If the ERH determines that the youth will remain in their SOO, the District and DCFS CSW, in consultation with the Education Specialist, shall then move to the Method of Transportation discussion¹³ (Section 8).

8. Long-Term Method of Transportation

For Newly Detained Youth Not Placed in STRTPs

- A. The DCFS CSW, Education Specialist, and the District Foster Youth Liaison will discuss the available long-term transportation options for the student. DCFS and Districts will work to exhaust all resources prior to requesting private transportation (see Appendix C for tool). This conversation only occurs if during the BID, the ERH determines the youth shall remain in the SOO.
- B. DCFS CSW will determine 1) the resource family's capacity to provide transportation (with mileage reimbursement) to the SOO, and/or 2) the possibility of the student's using bus passes or public transportation vouchers.
- C. The District Foster Youth Liaison assesses whether 1) the youth is eligible for transportation services under another entitlement, 2) a related service is included in his/her Individualized Education Plan (IEP) or 504 Plan, or 3) the district is able to incorporate the student into an existing bus route, modify an existing bus route, or other no cost or low-cost options. Transportation is provided and funded by the District if option 3 is available. Districts can 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. If multiple non-private transportation options are available, DCFS and School Districts should select the most "cost-effective" and "reasonable" which means considering the cost, distance, length, and developmental appropriateness of the mode of transportation.¹⁴ Once a selection is made, this method shall be administered and costs split in accordance with Section 3.
- E. If all non-private vendor transportation options are exhausted, the contracted private vendor is chosen as the long-term method of transportation, and DCFS Education Specialists shall send a referral to the contracted private vendor. A copy of the referral will also be sent to WDACS staff assigned to this contract for monitoring and administration purposes.

¹³ This discussion must be separate and have no bearing on the BID. See Appendix C for tool.

¹⁴ Ibid.

- F. If only one transportation option is available and is cost-effective and reasonable given the youth's developmental needs,¹⁵ this method shall be administered as the long-term transportation plan for the foster youth. Costs shall be split according to the cost-sharing methodology laid out in Section 3.
- G. In setting up transportation plans, best efforts should be made to accommodate for participation in before and after school sponsored activities, education related activities, or child care. School Districts will work with their affiliated after-school programs to create procedures for the contracted private vendor drivers to pick-up foster youth.
- H. If DCFS and School Districts disagree over which options are cost-effective and reasonable and cannot come to an agreement on their own during the Long-Term Transportation Discussion, they will move to Dispute Resolution (Section 13 A&B). For disagreements between the ERH or caregiver regarding the long-term method of transportation, refer to Section 13F. The student must continue to receive stop-gap transportation during the pendency of the dispute (Section 5).

For Newly Detained Youth Placed in STRTPs

- I. The STRTP will provide long-term transportation to the youth's school of origin.

9. Timing of Implementing Long-Term Transportation

- A. DCFS and the school districts have five school days after the best-interest determination is finalized to implement the long-term transportation plan. In the interim, stop-gap transportation is provided as outlined in Section 5.

Figure 1. Overview of SOO Transportation



10. Duration of Transportation

- A. Transportation is provided for the duration of the child's time in OHC, unless the ERH determines it is no longer in the youth's best interest to remain in the SOO.

¹⁵ Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care Issued by the U.S. Department of Education and the U.S. Department of Health and Human Services on June 23, 2016.

- B. Stop-gap transportation is intended to be short-term and ends when long-term arrangements determined by DCFS and districts are implemented as outlined in Section 8.
- C. Stop-gap transportation can become the long-term plan if DCFS and District Foster Youth Liaison confirm this by e-mail.
- D. To maintain educational stability, if a youth exits foster care before the end of a school year, transportation to the SOO is maintained by the youth's district of origin through the end of the school year, when possible.¹⁶
- E. While the Federal right to transportation ends when the foster care case closes, under California education law, when a youth in grade 1-8 leaves care, they maintain the right to attend school at their SOO for the remainder of the school year¹⁷. If the youth is in high school, this right extends until high school graduation. Though the District and DCFS no longer have obligations to provide or fund the transportation, districts and DCFS should work with resource families and ERHs in anticipation of the closing of a youth's case to support them in coming up with ideas to support the exercise of this right.¹⁸

11. Transportation Arrangements for Los Angeles County Youth In Foster Care Placed Outside of Los Angeles County

- A. DCFS CSW notifies DCFS Education Specialist via email upon learning that a youth under the jurisdiction of Los Angeles County DCFS will be placed in an OHC placement outside of Los Angeles County.
- B. DCFS CSW immediately notifies the SOO using the DCFS 1399 form.
- C. Whenever possible, the parties in this Agreement will use the procedures provided in this Agreement to provide transportation to the SOO for a youth placed outside of Los Angeles County.

12. Data and Evaluation

- A. School districts, DCFS, and LACOE agree to share relevant data to compile lessons learned and track progress.
- B. School Districts and DCFS will collect data on:
 - Lessons learned,

¹⁶ Non-regulatory Guidance, Pg. 11, Question 11: "SEAs and LEAs should consider adopting policies that allow a child that exited foster care during the school year to continue in the school of origin through at least the end of academic year, if appropriate."

¹⁷ Cal. Educ. Code § 48853.5(f)(5).

¹⁸ Cal. Educ. Code § 48853.5(f).

- o Potential barriers to countywide implementation,
 - o Numbers of youth served,
 - o Modes of transportation used,
 - o Average distances traveled,
 - o Costs associated with transportation, and
 - o Other information that the parties agree is important for understanding lessons learned and program performance, and to develop recommendations for program improvement.
- C. LACOE will work on developing and implementing the Education Passport System to help the exchange and availability of clean education data between child welfare and education which will be helpful to assessing outcomes for school stability in the long-term.

13. Dispute Resolution¹⁹

When DCFS and the District Disagree on the most cost-effective option during the long-term transportation discussion:

- A. Districts and DCFS must make every effort to collaborate in serving children in OHC. When a dispute arises between the agencies over method of transportation or paying the costs of transportation, the district and DCFS must make every effort to resolve the dispute collaboratively at the local level.
- B. If the District Foster Youth Liaison and CSW do not agree on the method of transportation, they must send, by email, details of the dispute to the DCFS manager and school administrator. **Note that the youth must be provided continued transportation through the pendency of the dispute, paid for as per cost-sharing in Section 3.**
- C. The school administrator and DCFS manager should work together to review the case and resolve the dispute. If they reach agreement they will email the line staff their decision to be implemented.
- D. If the school administrator and DCFS manager cannot come to agreement, a request should be sent by email to the school superintendent (or designee) and the DCFS director (or designee) for a review of the case. The school superintendent (or designee) and the DCFS director (or designee) should meet to review the case and resolve the dispute. If they reach agreement they should email their decision to the school administrator and DCFS manager to manage implementation of their decision.

¹⁹ California Rule of Court 5.651(e).

- E. If the school superintendent (or designee) and the DCFS director (or designee) cannot resolve the dispute, then the school superintendent (or designee) and DCFS director (or designee) will initiate proceedings with an independent mediator that is agreed upon by both the DCFS and District. The dispute resolution method may be reviewed one year after the contract is executed and amended if the DCFS and District agree to a different mechanism for dispute resolution.

When the ERH or Caregiver Disagree with the long-term method of transportation chosen by DCFS and the District:

- F. If the ERH or resource family disagrees with the method that the District and DCFS choose as the long-term method of transportation, the ERH or caregiver may file the JV-539 (Request for Hearing Regarding Child's Education) or reach out to their attorney to walk-on this issue to Dependency Court.

Department of Education Uniform Compliant Procedures:

- G. Nothing in this agreement is intended to limit the rights of any person or agency, including but not limited to a youth, ERH, biological parent, foster/resource parent, or another representative of a foster child, to file a complaint with the California Department of Education using the Uniform Complaint Procedures (UCP) authorized by the California Code of Regulations Title 5, Sections 4600-4687 or to pursue other available remedies. Each school district is required to adopt UCP compliant policies and procedures and designate a staff member to be responsible for receiving, investigating, and resolving complaints. This information is commonly found on a district's website, but the district foster-care point of contact can also be contacted to provide the details of that district's policy.
- H. The following applies while the UCP processes referenced in Section 13D is being conducted:
1. The child remains in the SOO as required by ESSA and
 2. Transportation is provided and paid for as outlined in Sections 3 and 5, while the dispute process is pending.²⁰

14. Additional Roles

LACOE FYSCP will facilitate implementation of countywide ESSA transportation by:

- A. Provide materials, tools and training to stakeholders (Child Welfare, Districts, and Caregivers) on BID and SOO rights.
- B. Collect agreed upon data from DCFS and school districts.

²⁰ ESEA section 1111(g)(1)(E)(i)

- C. Provide staffing to maintain data and provide analysis (this can also be a contracted evaluator)
- D. Complete annual reports for California Department of Education and all partners of this agreement on program impacts based on agreed upon outcome goals.

15. Termination

- A. Any party may terminate this agreement 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:

Department of Children and Family Services Head Quarters
Bobby D. Cagle, Director
425 Shatto Place
Los Angeles, CA 90020

16. Amendments

- A. This agreement may be amended in writing. For changes that materially affect the scope, term of agreement, and/or funding for the agreement, Amendments to the agreement must be prepared and executed by the parties.
- B. For non-material changes, a written request by e-mail or letter from one party to DCFS shall be made. DCFS will distribute the request to the affected parties for approval. Once approved by the affected parties, a Change Notice may be issued and signed by DCFS.
- C. Changes to the assignment of the County entity administering the Private Transportation Vendor contract can be made through a Change Notice to all concerned parties within 10 business days prior.

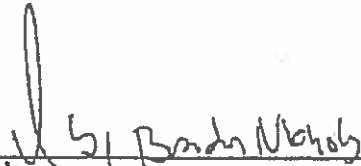
17. Facsimile Representation

Parties to this agreement hereby agree to regard facsimile representations of original signature of authorized officers of each party, when appearing in appropriate places on the amendments prepared pursuant to Section 15, Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this agreement, such that the parties need not follow-up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

18. Execution Requirements/Counterparts


Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy, valid, encrypted, electronic transmission signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This agreement 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.

Signatures by authorized Department Heads, Superintendents, or designees:



Bobby D. Cagle
Director
Department of Children & Family Services

Date



Debra Duardo M.S.W., Ed.D.
Superintendent
Los Angeles County Office of Education

9-13-19

Date



Otto Solorzano
Acting Director
Workforce Development, Aging and Community Services Department

Date

(Insert Name and School District)
Superintendent

Appendix A: Definitions

Additional costs: Costs incurred in providing transportation to the school of origin reflect the difference between what a local education agency (LEA) otherwise would spend to transport a youth 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.

District Foster Youth 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, upon removal of a child into out-of-home care or a child is removed to a new out-of-home care placement, the child 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 youth'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.

Youth in foster care: ESSA provides for transportation for a foster youth placed in out-of-home care to the youth's school of origin. A "youth in foster care" under the LCFF definition, who are living at home with either parent, may be entitled to remain in their school of origin, but 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: Best Interest Determination Tool

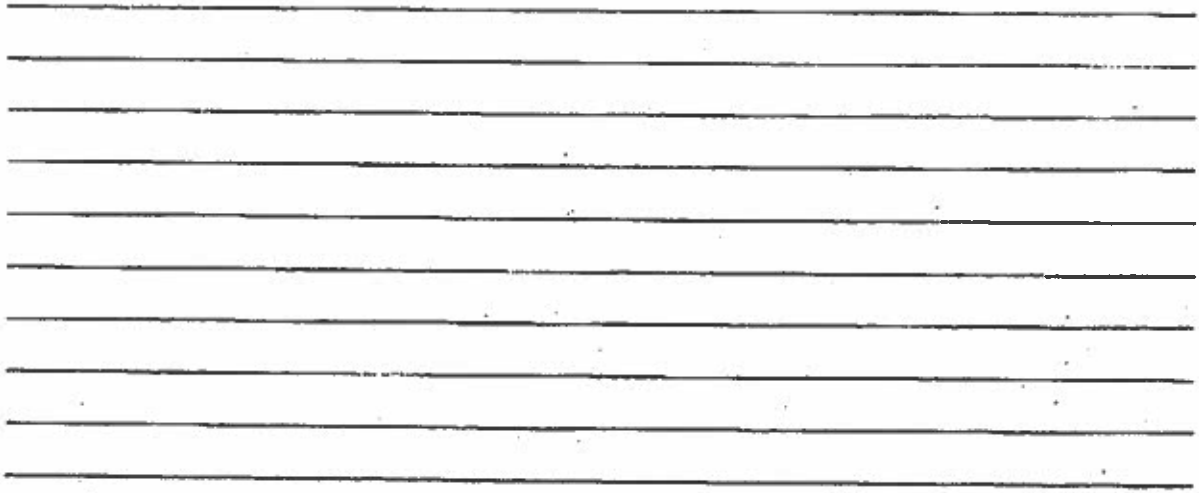
Step 1: Best Interest Determination

The Education Rights Holder—with input from the student, social worker/probation officer, school district District Foster Youth Foster Youth Liaison, and caregiver—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. Complete this tool and select the school choice that is in the student’s best interest to attend.

Remain at Current School (School of Origin)	Transfer to Other School Attended in Prior 15 Months or School Attended Where Student Last Permanently Resided (School of Origin)	Transfer to New School Near Placement ²¹
<input type="checkbox"/> Student preference Student wants to remain in the same school.	<input type="checkbox"/> Student preference Student wants to attend this school.	<input type="checkbox"/> Student preference Student wants to transfer to new local school.
<input type="checkbox"/> Student safety/school climate Student is safe and feels comfortable in this school environment. (Consider substance use, positive interventions, positive/negative peer relationships, any specific safety concerns for student, etc.)	<input type="checkbox"/> Student safety/school climate Student is safe and feels comfortable in this school environment. (Consider substance use, positive interventions, positive/negative peer relationships, any specific safety concerns for student, etc.)	<input type="checkbox"/> Student safety/school climate Student is safe and feels comfortable in this school environment. (Consider substance use, positive interventions, positive/negative peer relationships, any specific safety concerns for student, etc.)
<input type="checkbox"/> Length of attendance/strong ties Student attended this school for an extended period of time and developed strong positive ties (friends, teachers/staff, extracurricular activities).	<input type="checkbox"/> Length of attendance/strong ties Student previously attended this school and developed strong positive ties; or matriculating into this school would preserve strong positive ties.	<input type="checkbox"/> Length of attendance/strong ties Student does not have strong positive ties to a previous school.
<input type="checkbox"/> Academics School is best able to meet student’s academic needs (sustain strong academic performance or help student if underperforming).	<input type="checkbox"/> Academics School is best able to meet student’s academic needs (sustain strong academic performance or help student if underperforming).	<input type="checkbox"/> Academics School is best able to meet student’s academic needs (sustain strong academic performance or help student if underperforming).
<input type="checkbox"/> Special needs School is best able to meet special needs (e.g., IEP, mental health services, English Learner program, child care, etc.).	<input type="checkbox"/> Special needs School is best able to meet special needs (e.g., IEP, mental health services, English Learner program, child care, etc.).	<input type="checkbox"/> Special needs School is best able to meet special needs (e.g., IEP, mental health services, English Learner program, child care, etc.).
<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 Commute is not so long as to negatively affect the student, in light of student’s age, needs, and activities, and student is willing to commute.	<input type="checkbox"/> Commute time Commute is not so long as to negatively affect the student, in light of student’s age, needs, and activities, and student is willing to commute.	<input type="checkbox"/> Commute time Commute time to school(s) of origin will negatively affect the student, in light of student’s age, needs, activities and willingness to commute.
<input type="checkbox"/> Extracurricular Activities Student has the ability to participate in extracurricular activities of interest at this school.	<input type="checkbox"/> Extracurricular Activities Student has the ability to participate in extracurricular activities of interest at this school.	<input type="checkbox"/> Extracurricular Activities Student has the ability to participate in extracurricular activities of interest at this school.
<input type="checkbox"/> Length of anticipated stay This school is best option in light of anticipated length of placement and student’s permanency plan.	<input type="checkbox"/> Length of anticipated stay This school is best option in light of anticipated length of placement and student’s permanency plan.	<input type="checkbox"/> Length of anticipated stay This school is best option in light of anticipated length of placement and student’s permanency plan.
<input type="checkbox"/> Other factors Examples: Number of past school changes; siblings’ school placement; etc.	<input type="checkbox"/> Other factors Examples: Number of past school changes; siblings’ school placement; etc.	<input type="checkbox"/> Other factors Examples: Number of past school changes; siblings’ school placement; etc.

Comments:

²¹ The school considered must be the local school of the least restrictive environment based on the best interest of the child as determined by the education rights holder.

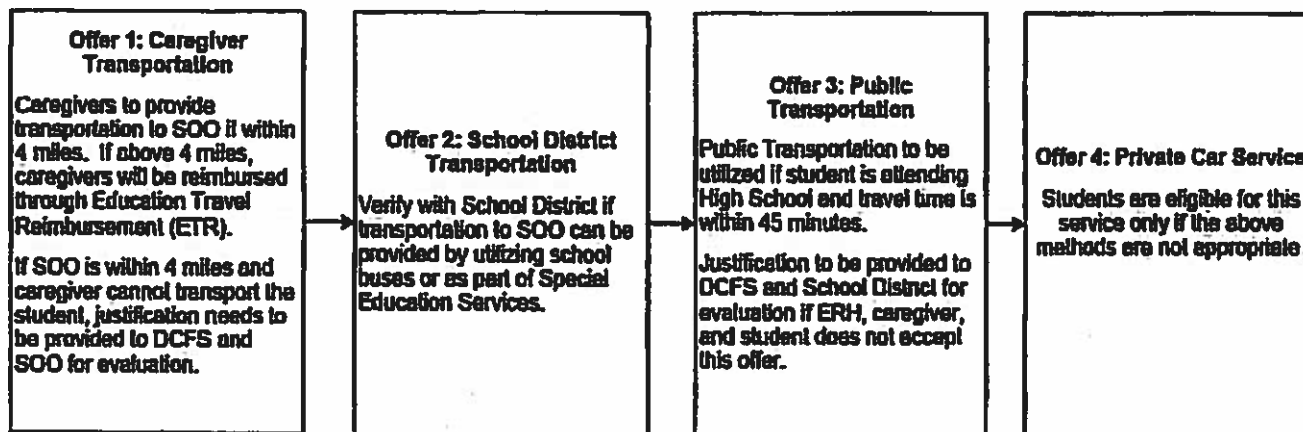


Appendix C: Method of Transportation Tool

Method of Transportation Tool

Step 2: School of Origin Method of Transportation*

**To be used after Step 1: Best Interest Determination, if the youth will remain in the school of origin. Method of transportation is decided by SOO and DCFS.*



Appendix D. Points of Contact

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Appendix E. Estimated Private Vendor Costs

The table below reflects an estimated 12 month cost for each school district for the private vendor. The estimated costs below are based on calculations using the ESSA School Stability pilot data, adding a 10% administrative cost and an estimated 100% growth rate over time. DCFS will pay in the same amount for each district listed below.

Estimated 12 Month ESSA School Stability Transportation Costs	
District	Estimated 12 Month Cost for District
ABC Unified	\$87,977.32
Alhambra Unified	\$19,287.85
Antelope Valley Union High	\$255,870.70
Azusa Unified	\$22,418.52
Bassett Unified	\$5,375.22
Befflower Unified	\$11,162.81
Beverly Hills Unified	\$9,583.59
Bonita Unified	\$46,444.74
Burbank Unified	\$22,082.85
Centinela Valley Union High	\$23,673.62
Charter Oak Unified	\$19,015.93
Compton Unified	\$72,729.05
Conejo Valley Unified	\$10,927.42
Corona-Norco Unified	\$15,411.84
Covina-Valley Unified	\$12,718.76
Downey Unified	\$62,858.83
East Whittier City Elementary	\$2,178.58
Eastside Union Elementary	\$16,066.30
El Monte City	\$23,611.52
El Monte Union High	\$45,595.95
El Rancho Unified	\$51,566.38
Garvey Elementary	\$13,400.92
Glendale Unified	\$3,503.21
Glendora Unified	\$269.51
Hacienda La Puente Unified	\$25,783.81
Hawthorne	\$6,919.89
Inglewood Unified	\$21,927.35
Keppel Union Elementary	\$298.38
Lancaster Elementary	\$95,116.95
Las Virgenes Unified	\$22,647.13
Lawndale Elementary	\$1,252.75
Lennox	\$8,416.76
Little Lake City Elementary	\$2,867.46
Long Beach Unified	\$229,067.34
Los Angeles Unified	\$1,445,148.23

Estimated 12 Month ESSA School Stability Transportation Costs

District	Estimated 12 Month Cost for District
Los Nietos	\$7,740.18
Lynwood Unified	\$39,287.38
Monrovia Unified	\$101.18
Montebello Unified	\$39,556.90
Moreno Valley Unified	\$418.20
Mountain View Elementary	\$28,107.46
Newhall	\$54,296.28
Newport-Mesa Unified	\$9,057.36
Norwalk-La Mirada Unified	\$7,848.73
Ontario-Montclair	\$16,253.11
Palmdale Elementary	\$168,767.79
Paramount Unified	\$39,481.28
Pasadena Unified	\$64,492.02
Pomona Unified	\$124,610.63
Rowland Unified	\$59,968.63
San Bernardino City Unified	\$2,470.25
San Gabriel Unified	\$16,408.39
Santa Ana Unified	\$9,583.54
Santa Monica-Malibu Unified	\$56,048.31
Saugus Union	\$2,899.31
South Pasadena Unified	\$3,168.73
South Whittier Elementary	\$1,955.72
Temple City Unified	\$13,207.76
Torrance Unified	\$17,278.64
West Covina Unified	\$101,423.38
Westside Union Elementary	\$20,910.19
Whittier City Elementary	\$2,332.41
Whittier Union High	\$88,836.54
William S. Hart Union High	\$123,810.67
Wilsona Elementary	\$1,431.41
Wiseburn Unified	\$13,105.10
Total	\$3,825,793.90