

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF TULARE
AND
TULARE COUNTY SUPERINTENDENT OF SCHOOLS**

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the County of Tulare, Health and Human Services Agency, Child Welfare Services (CWS) (hereinafter called COUNTY) and the Tulare County Superintendent of Schools (doing business as Tulare County Office of Education, hereinafter called TCOE) to coordinate transportation services for COUNTY Foster Children as required under the Every Student Succeeds Act (ESSA), Education Code Section 48853.5 and Welfare and Institutions Code Section 11463(b). This MOU will establish and/or ratify existing relationships and procedures between these parties effective the date of execution.

WHEREAS, the COUNTY through its Division of Child Welfare Services, is committed to providing trauma informed and culturally relevant core services to children, youth, and families. Core services include transition services upon initial entry into foster care and placement changes and for families who assume permanency through reunification, adoption, or guardianship.

WHEREAS, under the Every Student Succeeds (ESSA) Act, foster youth must be enrolled or remain in their school of origin, unless there is a determination that it is not in their best interest to do so.

WHEREAS, the COUNTY and TCOE are committed to collaborate together to develop and implement clear written procedures for how transportation will be provided, arranged, and funded to ensure children and youth in foster care are properly transported to their school of origin for the duration of their time in foster care.

WHEREAS, the COUNTY and TCOE must outline which agency will be responsible for payment of any costs outside of those that TCOE would otherwise have to expend for the student related transportation to maintain a child in their School of Origin (SOO).

ACCORDINGLY, IT IS AGREED:

The following protocols were agreed upon by TCOE through its Foster Youth Services Coordinating Program (FYSCP), and Child Welfare Services (CWS) in order to meet the requirements established by the Every Student Succeeds Act, Education Code section 48853.5, Welfare and Institutions Code section 11463(b). The protocols will serve as guidance for FYSCP staff as they work to assist in the coordination of transportation between School Districts, Child Welfare Services:

1. CWS

CWS will make efforts to ensure children in foster care remain in their School of Origin when it is in their best interest as follows:

A. CWS will designate an Education Liaison Point of Contact.

- B. CWS will consider placements in boundaries of the School of Origin.
- C. CWS will consider placements within the District boundaries of the School of Origin.
- D. CWS will complete eligibility and placement paperwork necessary to allow foster care funding to begin for approved Resource Families so that they have the appropriate resources to provide transportation to the School of Origin when outside the boundaries of the School of Origin.
- E. CWS will invite AB490 liaisons or their designee to Child and Family Team meetings to allow District(s) the opportunity to address education related needs, including transportation.
- F. CWS will require group homes or Short Term Residential Therapeutic Programs to provide transportation to the School of Origin.

2. TCOE

TCOE's Foster Youth Services Coordinating Program (FYSCP) met with the Tulare County school district's Foster Youth Liaisons and discussed protocols for transportation. Each education district has agreed to work closely with TCOE to ensure that students remain in their school of origin. This MOU will serve as guidance for FYSCP staff as they work to assist in coordination of transportation for foster youth. TCOE will work with Tulare County school districts in collaboration with CWS to ensure transportation is provided to children in foster care to their School of Origin when it is in the child's best interest as follows:

- a. Each District will designate a Point of Contact (Foster Youth Liaison) to work with the COUNTY to oversee and implement ESSA.
- b. The District operating the School of Origin will provide transportation to the School of Origin when the youth in foster care has an Individualized Education Program (IEP) plan that requires the District to provide such transportation.
- c. The District operating the School of Origin will provide transportation to the School of Origin when a foster youth resides within the District's boundaries.
- d. The District of Residence and the District operating the School of Origin will collaborate and share the cost of providing transportation to the School of Origin when a foster youth resides outside of the boundaries of the District operating the School of Origin. (Note: transportation across District boundaries can be arranged through the TCOE Transportation Department using the same process and at the same rate as special education students).
- e. The Districts may, according to ESSA and California Education Code Section 48853.5, provide reimbursement to a biological parent or legal guardian to transport a foster child to the School of Origin.

3. ALTERNATE TRANSPORTATION

CWS or any District can provide an alternate form of transportation at a lower cost as long as it serves the child's best interest. A District or CWS may choose to share in this cost or take sole responsibility for such costs. If it is decided that the cost will be shared then each party will share the responsibility equally, CWS will pay fifty (50) percent and a District will pay fifty (50) percent.

4. GRIEVANCE PROCEDURES

The Education Rights Holder (ERH) has the right to file a grievance with the School of Origin when a decision is made not to allow the foster child to remain in the School of Origin. This shall be done through the Uniform Complaint Process already required to be in place through the Williams Act. The following shall apply while the complaint process is being conducted:

- A. The child shall remain in the School of Origin as required by ESSA.
- B. Transportation shall be provided as described in Sections 2, 3 and 4 above.

5. TERM:

This MOU will commence upon signature and will remain in effect until June 30, 2023 or until termination by either party upon thirty (30) days written notice.

6. AMENDMENTS:

Amendments or modifications to the terms of this MOU must be made in writing and approved by all parties hereto, in order to maintain compliance with changes pursuant to federal or state laws, regulations, or policies affecting MOUs rulings, pertinent regulations, or funding.

7. INDEMNIFICATION:

The TCOE shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by the TCOE or its agents, officers and employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

8. THIRD PARTY RIGHTS:

Unless specifically set forth, the parties to this MOU do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: 3-26-19 BY *Thyler Cochran*
Chairman, Board of Supervisors

ATTEST: Jason T. Britt
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By *Mercedes Ramos*
Deputy Clerk



TULARE COUNTY SUPERINTENDANT OF SCHOOL

Date: 1/24/19 By *[Signature]*
Tulare County Superintendent of Schools

Approved as to Form
County Counsel

By *[Signature]*
Deputy 20182047

Date 2/04/19