

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), Undersigned Independent
Charter Schools/Charter Management Organizations, 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 Student 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") or Independent Charter Schools/Charter Management Organizations (herein after referred to as "Independent Charter Schools" or "CMOs").

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/Independent Charter Schools/CMOs 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/Independent Charter Schools of Origin/CMOs 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/Independent Charter Schools of Origin/CMOs of Origin 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/Independent Charter Schools of Origin/CMOs of Origin, and includes an estimated growth rate and an estimated eight (8) percent administrative fee split evenly between DCFS and the School Districts/Independent Charter Schools /CMOs. 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/Independent Charter Schools /CMOs
 - a. School Districts/Independent Charter Schools/CMOs 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/Independent Charter Schools /CMOs 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
510 S. Vermont Avenue, 11th Floor
Los Angeles, CA 90020
 - c. Separate accounts will be established for each participating School District/Independent Charter Schools/CMOs 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/Independent Charter Schools /CMOs 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/Independent Charter Schools/CMOs 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 provide notification to the School District/Independent Charter School/CMO Foster Youth Liaison, no later than one business day after the youth placed in OHC or moved to a new OHC placement. Notification may be made using the Initial Placement Notification, Form 1399⁸, or another suitable method to the School District/Independent Charter School/CMO Foster Youth Liaison. 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/Independent Charter Schools of Origin's/CMOs of Origin's District Foster Youth Liaison of a potential need for a best interest determination⁹ (BID)(see Section 7).
- B. School Districts/Independent Charter Schools of Origin/CMOs of Origin shall ensure that there is a designated School District/Independent Charter Schools of Origin/CMOs of Origin Foster Youth Liaison (or other designee) to receive and respond to these notifications in a timely manner. School Districts/Independent Charter Schools of Origin/CMOs of Origin 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/Independent Charter School/CMO would like to make a transportation

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

referral, they can email the CSW assigned to the youth's case who will then connect the School District/Independent Charter School/CMO 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@dcs.lacounty.gov.

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 School District/Independent Charter School/CMO 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, School District/Independent Charter School/CMO Foster Youth Liaison, and Education Specialist.
- E. All costs will be split according to Section 3. If DCFS does not provide notification to the School District/Independent Charter School/CMO as described in paragraph 4A above, the School District/Independent Charter School/CMO is only responsible for paying for half of the cost of the most cost-effective stop-gap transportation method that could have been provided had they been notified no later than one business day after the youth placed in OHC or moved to a new OHC placement. If the most cost-effective method is different than what DCFS provided, the School District/Independent Charter School/CMO will provide evidence that they would have been able to implement a more cost-effective stop-gap method if the notice had been provided within one business day. Once notice has been provided to the School District/Independent Charter School/CMO all costs will be split according to Section 3.

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.

For Newly Detained Youth Placed in STRTPs

- F. The STRTP will provide immediate stop-gap transportation to the youth's SOO, which includes any SOO in an Independent Charter School/CMO.

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:

- 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, which includes any SOO in a School District/Independent Charter School/CMO, 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/Independent Charter/CMO to track whether the BID is happening in a timely manner. A reminder will be sent to the

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

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

DCFS CSW and School District/Independent Charter/CMO Foster Youth Liaison to convene a BID with the ERH and youth.

- C. When a BID is convened, the ERH, youth, CSW and School District/Independent Charter/CMO 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 School District/Independent Charter/CMO 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.
- F. If the ERH determines that the youth will remain in their SOO, the School District/Independent Charter/CMO 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 School District/Independent Charter/CMO 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 School District/Independent Charter/CMO 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 School District/Independent Charter/CMO 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 School District/Independent Charter/CMO if option 3 is available. School Districts/Independent Charter/CMO can collaborate to provide transportation to the SOO when a student in OHC resides outside of the boundaries of the School District/Independent Charter/CMO of origin. This can include,

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

but is not limited to, School Districts/Independent Charters/CMOs modifying and connecting cross-district routes, or one School District/Independent Charter/CMO providing transportation to the SOO while the other provides transportation from the SOO. The School District/Independent Charter/CMO 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/Independent Charters/CMOs 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.
- 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/Independent Charters/CMOs 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/Independent Charters/CMOs 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, which includes any SOO in an Independent Charter School/CMO.

9. Timing of Implementing Long-Term Transportation

¹⁴ Ibid.

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.

- A. DCFS and the School Districts/Independent Charter/CMO 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.
- B. Stop-gap transportation is intended to be short-term and ends when long-term arrangements determined by DCFS and School Districts/Independent Charters/CMOs are implemented as outlined in Section 8.
- C. Stop-gap transportation can become the long-term plan if DCFS and School District/Independent Charter/CMO 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 School District/Independent Charter/CMO 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 School District/Independent Charter/CMO and DCFS no longer have obligations to provide or fund the transportation, School Districts/Independent Charters/CMOs 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

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).

- 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/Independent Charter Schools/CMOs, DCFS, and LACOE agree to share relevant data to compile lessons learned and track progress.
- B. School Districts/Independent Charter Schools/CMOs and DCFS will collect data on:
 - Lessons learned,
 - Potential barriers to countywide implementation,
 - Numbers of youth served,
 - Modes of transportation used,
 - Average distances traveled,
 - Costs associated with transportation, and
 - 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/Independent Charter School/CMO Disagree on the most cost-effective option during the long-term transportation discussion:

- A. School Districts/Independent Charter Schools/CMOs 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 School District/Independent Charter School/CMO and DCFS must make every effort to resolve the dispute collaboratively at the local level.
- B. If the School District/Independent Charter School/CMO 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 District/Independent Charter School/CMO

¹⁹ California Rule of Court 5.651(e).

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 district 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 District/Independent Charter School/CMO administrator and DCFS manager cannot come to agreement, a request should be sent by email to the School District/Independent Charter School/CMO Superintendent (or designee) and the DCFS Director (or designee) for a review of the case. The School District/Independent Charter School/CMO 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 District/Independent Charter School/CMO administrator and DCFS manager to manage implementation of their decision.
- E. If the School District/Independent Charter School/CMO Superintendent (or designee) and the DCFS director (or designee) cannot resolve the dispute, then the School District/Independent Charter School/CMO Superintendent (or designee) and DCFS Director (or designee) will initiate proceedings with an independent mediator that is agreed upon by both the DCFS and School District/Independent Charter School/CMO. The dispute resolution method may be reviewed one year after the contract is executed and amended if the DCFS and School District/Independent Charter School/CMO 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 School District/Independent Charter/CMO:

- F. If the ERH or resource family disagrees with the method that the School District/Independent Charter School/CMO 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/Independent Charter School/CMO 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 School District's/Independent Charter School's/CMO's website, but the School

District/Independent Charter School/CMO 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, School Districts/Independent Charter Schools/CMOs, and Caregivers) on BID and SOO rights.
- B. Collect agreed upon data from DCFS and School Districts/Independent Charter Schools/CMOs.
- 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
Brandon Nichols, Interim Director
510 S. Vermont Avenue, 10th Floor
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.

²⁰ ESEA section 1111(g)(1)(E)(i)

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.

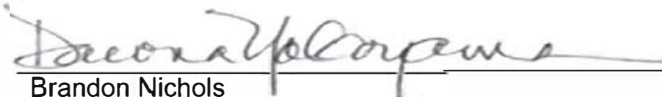
17. Facsimile Representation

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:

 for _____
Brandon Nichols
Interim Director
Department of Children & Family Services
Date _____


Debra Duardo M.S.W., Ed.D.
Superintendent
Los Angeles County Office of Education
Date _____
June 22, 2022


Otto Solorzano
Acting Director
Workforce Development, Aging and Community Services Department
Date _____
06/07/22

(Insert Name and School District/Independent Charter Schools/CMO
Superintendent
Date _____

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.

School District/Independent Charter School/CMO Foster Youth Liaison: Every School District/Independent Charter/CMO 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/Independent Charter/CMO 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/Independent Charter School/CMO 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 <u>Examples:</u> Number of past school changes; siblings’ school placement; etc.	<input type="checkbox"/> Other factors <u>Examples:</u> Number of past school changes; siblings’ school placement; etc.	<input type="checkbox"/> Other factors <u>Examples:</u> Number of past school changes; siblings’ school placement; etc.

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.

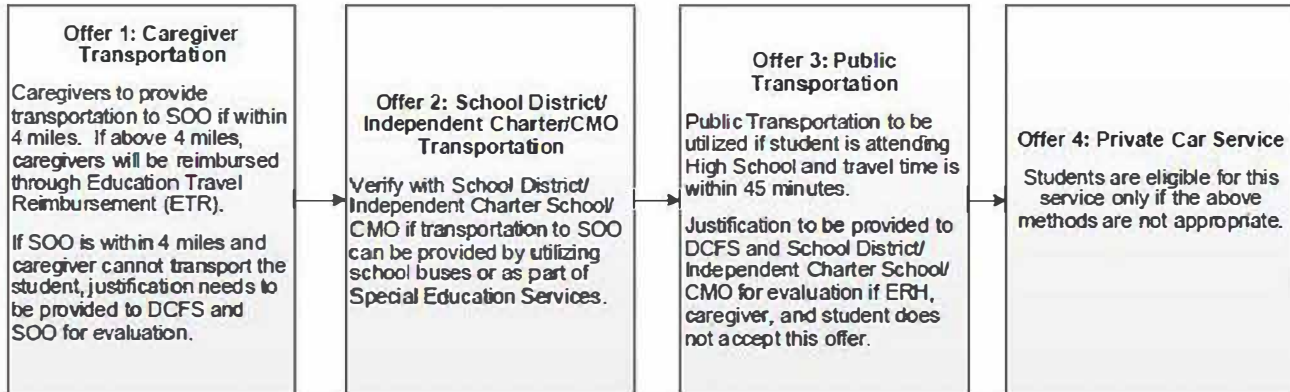
Comments:

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

Los Angeles County Department of Children and Family Services

Loren Solem-Kuehl
562-345-6610
solemlb@dcfs.lacounty.gov

Los Angeles County Office of Education

La Shona Jenkins
562-922-6469
Jenkins_LaShona@lacoed.edu

Los Angeles County School Districts

Please visit

<https://docs.google.com/spreadsheets/d/1M0XdZh9xWk10sYznG5mn37iGC5YdRx82/edit#gid=585444824> for an updated list of District Foster Youth Liaisons for each School District.

Los Angeles County Independent Charter Schools/CMOs

Please visit <https://www.cde.ca.gov/ls/pf/fy/ab490contacts.asp> for an updated list of Foster Youth Liaisons for each Independent Charter School/CMO.

Appendix E. Estimated Private Vendor Costs

Table 1 below reflects an estimated 12 month shared cost for each School District and DCFS for the private vendor for FY 2021-2022. Estimates for Independent Charter School/CMO will be based on a comparable sized School District and the number of foster youth they serve. Table 2 below reflects the estimated 12 month shared cost for each Independent Charter School/CMO and DCFS for the private vendor for FY 2021-2022. The estimated costs below are based on calculations using the ESSA School Stability, cost data and anticipated growth from the 2019-2020 fiscal year²². An eight (8) percent administrative fee split evenly between DCFS and the School Districts/Independent Charter Schools/CMOs is included in the estimated cost below.

Table 1. 2021-2022 Fiscal Year Estimated 12 Month ESSA School Stability Transportation Costs for School Districts		
District	Estimated 12 Month Cost for DCFS	Estimated 12 Month Cost for District
ABC Unified	\$30,666.51	\$30,666.51
Acton-Agua Dulce Unified	\$7,995.09	\$7,995.09
Alhambra Unified	\$34,367.82	\$34,367.82
Antelope Valley Union High	\$52,229.60	\$52,229.60
Azusa Unified	\$2,000.00	\$2,000.00
Baldwin Park Unified	\$7,995.09	\$7,995.09
Bassett Unified	\$5,375.22	\$5,375.22
Bellflower Unified	\$30,666.51	\$30,666.51
Beverly Hills Unified	\$14,997.20	\$14,997.20
Bonita Unified	\$42,548.87	\$42,548.87
Burbank Unified	\$4,157.30	\$4,157.30
Castaic Union	\$2,745.10	\$2,745.10
Centinela Valley Union High	\$5,257.69	\$5,257.69
Charter Oak Unified	\$26,374.81	\$26,374.81
Claremont Unified	\$4,000.00	\$4,000.00
Compton Unified	\$30,444.76	\$30,444.76
Covina-Valley Unified	\$11,475.10	\$11,475.10
Culver City Unified	\$8,304.37	\$8,304.37
Downey Unified	\$12,333.30	\$12,333.30
Duarte Unified	\$5,257.69	\$5,257.69
East Whittier City Elementary	\$11,475.10	\$11,475.10
Eastside Union Elementary	\$1,883.01	\$1,883.01
El Monte City	\$802.47	\$802.47
El Monte Union High	\$54,994.45	\$54,994.45

²² As no rides were provided during COVID, we are using data from 2019-2020 to estimate costs and anticipate growth for the 2021-2022 fiscal year.

El Rancho Unified	\$15,298.09	\$15,298.09
El Segundo USD	\$2,438.09	\$2,438.09
Garvey Elementary	\$11,475.10	\$11,475.10
Glendale Unified	\$16,762.71	\$16,762.71
Glendora Unified	\$7,918.67	\$7,918.67
Gorman School District	\$2,275.27	\$2,275.27
Hacienda la Puente Unified	\$7,995.09	\$7,995.09
Hawthorne	\$5,429.71	\$5,429.71
Hermosa Beach	\$2,438.09	\$2,438.09
Hughes-Elizabeth Lake (HLUSD)	\$2,438.09	\$2,438.09
Inglewood Unified	\$8,336.34	\$8,336.34
Keppel Union Elementary	\$2,438.09	\$2,438.09
La Canada	\$2,438.09	\$2,438.09
Lancaster Elementary	\$30,791.55	\$30,791.55
Las Virgenes Unified	\$2,745.10	\$2,745.10
Lawndale Elementary	\$8,304.37	\$8,304.37
Lennox	\$2,454.89	\$2,454.89
Little Lake City Elementary	\$5,257.69	\$5,257.69
Long Beach Unified	\$114,472.81	\$114,472.81
Los Angeles Unified	\$690,905.48	\$690,905.48
Los Nietos	\$8,304.37	\$8,304.37
Lowell Joint	\$2,745.10	\$2,745.10
Lynwood Unified	\$2,310.70	\$2,310.70
Manhattan Beach	\$2,438.09	\$2,438.09
Monrovia Unified	\$19,188.18	\$19,188.18
Montebello Unified	\$7,581.71	\$7,581.71
Mountain View Elementary	\$5,853.05	\$5,853.05
Newhall	\$23,280.24	\$23,280.24
Norwalk-La Mirada Unified	\$21,994.06	\$21,994.06
Palmdale Elementary	\$20,856.50	\$20,856.50
Palos Verdes	\$2,275.27	\$2,275.27
Paramount Unified	\$29,848.88	\$29,848.88
Pasadena Unified	\$38,812.68	\$38,812.68
Pomona Unified	\$42,161.69	\$42,161.69
Redondo Beach (RBUSD)	\$2,275.27	\$2,275.27
Rosemead School District	\$2,275.27	\$2,275.27
Rowland Unified	\$11,286.72	\$11,286.72
San Gabriel Unified	\$8,304.37	\$8,304.37
San Marino	\$14,997.20	\$14,997.20
Santa Monica-Malibu Unified	\$23,280.24	\$23,280.24
Saugus Union	\$11,665.99	\$11,665.99
South Pasadena Unified	\$2,745.10	\$2,745.10

South Whittier Elementary	\$1,955.72	\$1,955.72
Temple City Unified	\$8,304.37	\$8,304.37
Torrance Unified	\$21,812.35	\$21,812.35
Valle Lindo	\$2,745.10	\$2,745.10
Walnut Valley	\$4,157.30	\$4,157.30
West Covina Unified	\$34,394.66	\$34,394.66
Westside Union Elementary	\$22,603.04	\$22,603.04
Whittier City Elementary	\$5,853.05	\$5,853.05
Whittier Union High	\$8,789.87	\$8,789.87
William S. Hart Union High	\$70,603.79	\$70,603.79
Wilsona Elementary	\$16,762.71	\$16,762.71
Wiseburn Unified	\$2,275.27	\$2,275.27
Total	\$1,855,698.29	\$1,855,698.29

Table 1. 2021-2022 Fiscal Year Estimated 12 Month ESSA School Stability Transportation Costs for Independent Charter Schools/CMOs

Number of Foster Youth (Based on CDE 2019-2020 DataQuest Count)	Estimated 12 Month Cost for DCFS	Estimated 12 Month Cost for Independent Charter School and/or Organization
2	\$2,438.09	\$2,438.09
3	\$2,438.09	\$2,438.09
4	\$2,438.09	\$2,438.09
5	\$2,438.09	\$2,438.09
6	\$2,438.09	\$2,438.09
11	\$2,275.27	\$2,275.27
13	\$2,745.10	\$2,745.10
15	\$2,745.10	\$2,745.10
16	\$2,745.10	\$2,745.10
18	\$2,745.10	\$2,745.10
20	\$2,275.27	\$2,275.27
21	\$2,745.10	\$2,745.10
22	\$8,304.37	\$8,304.37
27	\$8,304.37	\$8,304.37
28	\$8,304.37	\$8,304.37
29	\$8,304.37	\$8,304.37
41	\$8,304.37	\$8,304.37
51	\$16,762.71	\$16,762.71

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), Undersigned Independent
Charter Schools/Charter Management Organizations, 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

CHANGE NOTICE #3

The Change Notice updates the Interagency Agreement as follows:

1) Updates the title of the Interagency Agreement

Interagency Agreement between the
Los Angeles County Department of Children and Family Services (DCFS),
the Los Angeles County Office of Education (LACOE), the Undersigned Independent Charter
Schools/Charter Management Organizations, and the Undersigned School Districts and their
Affiliated Charter Schools for Transportation Plan to Ensure School Stability
for Los Angeles County Foster Care Youth

2) Updates Section 2

The provisions of this agreement cover all youth from preschool¹ 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”) or Independent Charter Schools/Charter Management Organizations (herein after referred to as “Independent Charter Schools” or “CMOs”). Transportation services are to be provided from placement to SOO and SOO to placement unless otherwise agreed upon.

3) Updates Section 3D

¹ 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))

D. DCFS and School Districts of Origin/Independent Charter Schools of Origin/CMOs 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/Independent Charter Schools of Origin/CMOs of Origin participating in this shared transportation cost component will be added as indemnified parties to the private transportation agreement.

1. School District/Independent Charter Schools of Origin/CMOs of Origin estimated annual shared cost will be based on private transportation vendor expenditures the previous fiscal year. An eight (8) percent administrative fee split evenly between DCFS and the School Districts/Independent Charter Schools /CMOs is included in this cost.
 - a. School District/Independent Charter Schools of Origin/CMOs of Origin that did not have any expenditures the previous fiscal year or are new to the MOU will be required to have a \$3,000.00 beginning balance for their trust fund.
2. School Districts/Independent Charter Schools /CMOs
 - a. Participating School Districts/Independent Charter Schools /CMOs will issue a check to the County of Los Angeles and send it to the attention of:
Deposit Unit
County of Los Angeles
Department of Children and Family Services
510 S. Vermont Ave., 14th Floor
Los Angeles, CA 90020
 - b. Separate accounts will be established for each participating School District/Independent Charter Schools/CMOs 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 receipts of the private transportation vendor expenditures 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%
 - iii. Following the initial signing year, School Districts/Independent Charter Schools /CMOs must provide their shared cost allocation no later than July 15th for the upcoming academic year.

4) Updates Section 5C

C. If an immediate default stop-gap option¹⁰ is feasible, that method will be utilized. DCFS and Districts will work to exhaust all resources prior to requesting private vendor transportation (see Appendix C for tool). DCFS and/or School District/Independent Charter School/CMO Foster Youth Liaison, depending on the method of stop-gap transportation, will coordinate with the resource family as needed to facilitate stop-gap transportation.

5) Updates Section 5D

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. DCFS, 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, School District/Independent Charter School/CMO Foster Youth Liaison, and Education Specialist.

6) Updates Section 8E

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.

7) Updates Section 15A

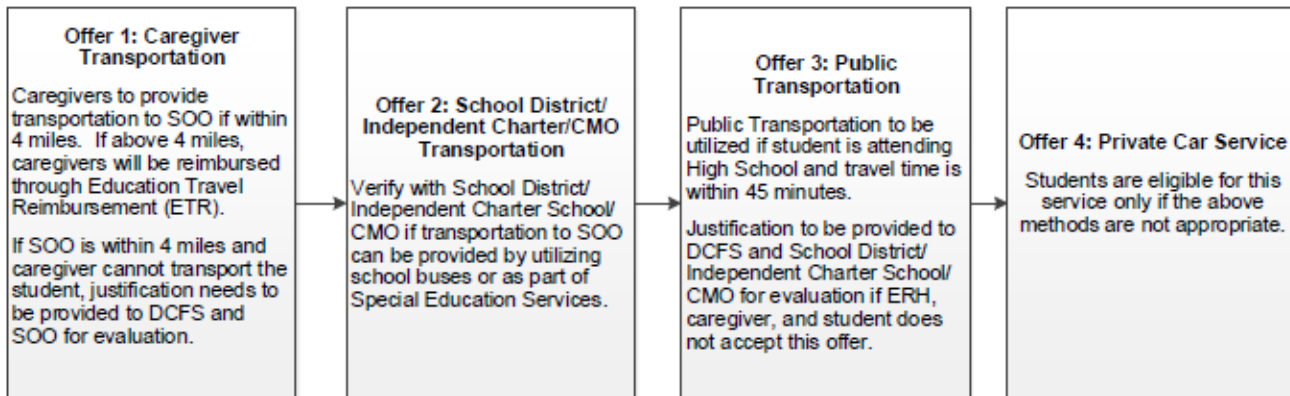
A. Any party may terminate this agreement without penalty at any time but must provide 30 school days written notice. Notice is deemed served on the date of mailing to the following address:

Department of Children and Family Services
Headquarters
Brandon T. Nichols, Director
510 S. Vermont Ave., 10th Floor Los Angeles, CA 90020

8) Delete Appendix C in its entirety with hereto


Appendix C: Method of Transportation Tool

Method of Transportation Tool



9) Delete Appendix E

This modification is being incorporated into the Interagency Agreement by this action, as allowed under Section 3.D.1. and Section 16, Amendments.



BRANDON T. NICHOLS
Director
Department of Children & Family Services

05/25/2023

Date