

Interagency Agreement Between Santa Barbara County Department of Social Services, Education Office, Probation, and the Undersigned School Districts and their Affiliated Charter Schools for a Transportation Plan to Best Ensure School Stability for Foster Care Youth

Intent

It is the intent of the parties that this agreement describes procedures to provide and fund the necessary transportation for Foster Youth¹ to remain in their School of Origin (SOO)² as required by the Every Student Succeeds Act (ESSA) (20 U.S.C. 6311-12; [114 P.L. 95, 129 Stat.1856](#)). The agreement is in effect until otherwise agreed upon by the parties.

Definitions

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

Scope

The parties agree to the following scope of this agreement:

I. Identifying Students Entering Foster Care or Changing Placement

- A. Placement Agency³ will notify the Santa Barbara County Education Office Foster Youth Services Coordinating Program (FYSCP)⁴ via email⁵ within two (2) school days upon learning that a Foster Youth has been placed into foster care or will be moved to a new foster care placement. FYSCP will subsequently, and immediately notify the School District of Origin's⁶ Foster Youth Liaison⁷. The notification shall also remind the School District of Origin's District Foster Youth Liaison of a potential need for a Best Interest Determination (BID)⁸.
- B. School districts shall ensure that there is a designated District Foster Youth Liaison 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 FYSCP at tys@sbceo.org.

II. Identifying the Education Rights Holder (ERH)⁹

- A. For Newly Detained Youth

¹ See Appendix A for definition

² See Appendix A for definition

³ See Appendix A for definition

⁴ See Appendix A for definition

⁵ Email to be sent to appropriate FYSCP Program Associate or tys@sbceo.org if contact for Program Associate is unknown.

⁶ See Appendix A for definition

⁷ See Appendix A for definition

⁸ See Appendix A for definition

⁹ See Appendix A for definition

- i. At the initial court hearing or at disposition, 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) per [California Rules of Court 5.651 \(b\)\(1\)](#).
- ii. Once an ERH has been determined or newly assigned, the Child Welfare Services Social Worker (CWS SW)¹⁰ or FYSCP liaison will inform the ERH of their rights, the youth of their educational rights, and the potential for a Best Interest Determination meeting to be scheduled (Section III).

B. For Ongoing Cases (Post-disposition)

- i. If the ERH is listed and reachable, the CWS SW or FYSCP liaison will call the ERH and inform them of the ERH's roles and responsibilities, the youth's educational rights, and the potential for a Best Interest Determination meeting to be scheduled (Section III).
- ii. If an ERH is not listed or the CWS SW or FYSCP liaison cannot get a hold of them, the CWS SW will either:
 1. Raise the issue at an upcoming Court Hearing, or
 2. File a [JV-539](#) (Request for Hearing Regarding Child's Education).

- C. Once an ERH has been determined or newly assigned, the CWS SW or the FYSCP liaison will inform them of their rights, roles and responsibilities, and the potential for a BID meeting to be scheduled (Section III).

III. Best Interest Determination

- A. The School of Origin (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 is in his/her best interest to change school placements. The youth must be transported to the SOO through the process outlined in Sections IV and V.
- B. Data will be gathered from Department of Social Services and the school district to track whether the BID is happening in a timely manner. A reminder will be sent to the CWS SW and District Foster Youth Liaison to convene a BID with the ERH and youth.
- C. When a BID is convened, the ERH, youth, CWS SW, and District Foster Youth Liaison may use Appendix C: BID Tool to help guide their discussion.

¹⁰ See Appendix A for definition

- 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 an explanation stating the basis for the recommendation and how the recommendation serves the youth's best interest.
- E. If it is determined 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.
- F. If any party disagrees with the best interest determination, they should refer to Section X for dispute resolution procedures.

IV. District: Assess Available No or Low-cost Options to Address Transportation Needs

- A. District Foster Youth Liaison will assess whether the Foster Youth is eligible for transportation services under another entitlement, on account of experiencing homelessness, or as a related service included in their Individual Education Plan or 504 Plan. District will provide and fund transportation if the student is eligible under the McKinney-Vento Act¹¹ or the Individuals with Disabilities Education Act (IDEA).
- B. District will examine existing transportation options available for the student, including incorporating the student into an existing bus route, modifying an existing bus route and other no-cost or low-cost options. Transportation will be provided and funded by district if such a solution is available.
- C. Districts will collaborate to provide transportation to the SOO when a Foster Youth resides outside of the boundaries of the SOO. 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.
- D. District Foster Youth Liaison will notify Placement Agency caseworker and FYSCP via email when the above-mentioned options are not available, or when further collaboration is necessary to set-up transportation.

V. Placement Agency: Assess Available Options to Address Transportation Needs

When the district has exhausted available no-cost and low-cost options as referenced in Section III above, the Placement Agency will take the following steps:

- A. If the student is eligible for Title IV-E funds¹², Placement Agency will seek reimbursement for the allowable portion of those transportation costs.
- B. Placement Agency will assess whether resources are available for foster parents to provide transportation with mileage reimbursement to the SOO; to a stop on the SOO's

¹¹ [Under 42 U.S.C. § 11434a\(2\)](#) (McKinney-Vento Act), a student is eligible for services if he/she lacks a fixed, regular, and adequate nighttime residence (within the meaning of [section 11302\(a\)\(1\) of this title](#)); and includes — children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of [section 11302\(a\)\(2\)\(C\) \[1\]](#) of this title); children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and migratory children (as such term is defined in [section 6399 of title 20](#)) who qualify as [homeless](#) for the purposes of this part because the children are living in circumstances previously described.

¹² To be eligible for [Title IV-E](#) reimbursement, the Foster Youth must meet all eligibility requirements under Title IV-E of the Social Security Act for foster care.

existing bus route; provision of bus passes or public transportation vouchers; or a contract with a private transportation service. Transportation will be provided and funded by Placement Agency if such a solution is available.

- C. Placement Agency will assess whether resources are available for Group Homes¹³ or Short-Term Residential Treatment Programs (STRTPs)¹⁴ to provide transportation to the SOO.
- D. Placement Agency will notify the district and FYSCP via email if none of the above-mentioned options are available and further collaboration is necessary.

VI. Resolve Remaining Obstacles and “Additional Costs”

- A. If all actions outlined in sections IV and V above have been taken and there remains a need to work out further details in order to arrange transportation, the SOO will be responsible for making the final transportation arrangements, and that district agrees to pay “additional costs.”
- B. Any district or Placement Agency may choose at any time to voluntarily share in this cost or take sole responsibility for such costs.
- C. Any district or Placement Agency shall have the right under this agreement to provide an alternate form of transportation at a lower cost as long as it serves the Foster Youth’s best interest.

VII. Timing of Implementing Transportation

District will have five (5) school days after the best interest determination has been finalized to put needed transportation in place. In the interim, the Placement Agency will provide transportation.

VIII. Duration of Transportation

- A. Transportation will be provided for the duration of the Foster Youth’s time in foster care as long as it continues to be in the Foster Youth’s best interest to remain in the SOO.
- B. If a Foster Youth exits foster care before the end of a school year, transportation to the SOO will be maintained through the end of the school year in order to maintain the Foster Youth’s educational stability, when possible.

IX. Foster Youth Enrolled Out of County, or Under the Jurisdiction of an Out of County Juvenile Court

- A. Transportation arrangements for Foster Youth under the jurisdiction of a county other than Santa Barbara:

¹³ See Appendix A for definition

¹⁴ See Appendix A for definition

- i. FYSCP will notify the Santa Barbara County School District of Origin immediately upon learning that a Foster Youth enrolled in their district, and under the jurisdiction of another county, will be moved to a new foster care placement.
 - ii. FYSCP will provide the caseworker's contact information to the District Foster Youth Liaison whenever possible, in order to facilitate communication between the other county agency and the district.
 - iii. FYSCP will provide a copy of this agreement to the other county's Placement Agency for reference.
 - iv. Whenever possible, district will apply these procedures in order to provide transportation to the SOO.
- B. Transportation Arrangements for Santa Barbara County Foster Youth Enrolled in Schools Outside of Santa Barbara County:
- i. Placement Agency will notify the FYSCP within two school days upon learning that a Foster Youth enrolled in school outside of Santa Barbara County will be moved to a new foster care placement. FYSCP will immediately notify the School District of Origin's Foster Youth Liaison.
 - ii. FYSCP will provide the School District of Origin the contact information for the student's caseworker in order to facilitate communication between the Santa Barbara County Placement Agency and the School District of Origin.
 - iii. FYSCP will provide the other county's School District of Origin a copy of this agreement for reference.
 - iv. Whenever possible, Placement Agency will apply these procedures in order to provide transportation to the SOO.

X. Dispute Resolution

- A. If a district and Placement Agency cannot resolve a dispute about transportation costs, they will follow this procedure:
- i. District and Placement Agency must make every effort to collaborate in serving Foster Youth. When a dispute arises between the agencies overpaying the costs of transportation, the district and Placement Agency must make every effort to resolve the dispute collaboratively at the local level.
 - ii. Under no circumstances shall the dispute delay or interrupt the provision of transportation for a Foster Youth to the SOO. To ensure no such disruption, the district or Placement Agency that had been paying for transportation prior to the dispute will continue to pay until the dispute is resolved. If transportation was not provided previously, the School District of Origin will arrange and provide the transportation and the Placement Agency will reimburse the district for additional costs, while payment disputes are being resolved.

- iii. A dispute between a district and Placement Agency regarding implementing the local transportation procedures, calculating and paying for additional costs of transportation to the SOO for Foster Youth, or other inter-agency transportation dispute will be resolved by a three-entity panel consisting of a SBCEO representative, a district representative, and a Placement Agency representative.
 - iv. Either a district or a Placement Agency can bring a transportation payment dispute to FYSCP by submitting a dispute resolution request to the FYSCP Liaison in an email with the subject "Foster Child Transportation Dispute." The dispute resolution request must include:
 - 1. A complete explanation of the basis of the dispute, with all pertinent facts.
 - 2. The name and contact information of the people who have been addressing the dispute thus far on behalf of both the district and the Placement Agency (phone, email and mailing address).
 - 3. Details of how the district and Placement Agency have attempted to resolve the dispute at the local level prior to appealing to the FYSCP.
 - v. Within ten (10) school days of receipt of the dispute resolution request, the FYSCP Liaison will contact the party that did not submit the request (either the district or Placement Agency) identifying the subject matter of the dispute and inviting that party to submit any information pertinent to the dispute. The party will have ten (10) school days to submit its explanation of the dispute, with all pertinent facts. Documents submitted by either party after the applicable deadlines will not be considered.
 - vi. The majority of the panel members shall make a final decision within thirty (30) school days of receiving all information related to the dispute. The FYSCP representative will forward the written decision and an explanation of that decision to the appropriate parties at both the district and Placement Agency. The decision shall be the final resolution.
- B. If a Foster Youth, ERH, biological parent, foster parent, or another representative of a Foster Youth wishes to file a complaint, the complaint shall be made through the Uniform Complaint Procedures (UCP) process. Each District must adopt UCP compliant policies and procedures consistent with the [California Code of Regulations, Title 5 §§ 4600–4687](#), 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 Youth Liaison can also be contacted to provide the details of their district's policy.
- C. The following shall apply while either of the above-mentioned complaint processes are being conducted:
 - i. The Foster Youth shall remain in the SOO as required by ESSA.
 - ii. Transportation shall be provided as agreed to in Sections III, IV, V, and IX above while the dispute process is pending.

XI. Termination

- A. Upon thirty (30) days written notice, any district may terminate its participation in this agreement without penalty.
- B. A Placement Agency or the FYSCP may terminate the entire agreement on July 1 of any year upon ninety (90) days prior written notice to all parties.
- C. Notice to the FYSCP shall be deemed served on the date of mailing to the following address:
SBCEO Transitional Youth Services
Agreement Termination
3970 La Colina Rd, #3
Santa Barbara, CA 93110
- D. FYSCP may terminate any district for cause based upon failure to comply with the terms hereof upon thirty (30) days prior written notice. Before any such action is taken, FYSCP shall provide said district with fifteen (15) days prior notice with an opportunity to correct.

XII. Addition/Deletion of Parties

One or more districts may be added or deleted from this agreement at any time without affecting the validity of the balance of this agreement.

XIII. Renewal

This agreement shall automatically be renewed each July 1st for an additional one (1) year term unless prior notice of termination has been provided pursuant to the terms hereof.

XIV. Amendments

This agreement may only be amended, except for the addition or deletion of parties, upon agreement of all parties.

XV. Execution

This agreement may be executed by original signature or in counterparts with electronic signatures.

Signatures by Department Heads/District Superintendents or Authorized Designees:

_____ Name and Title of Signatory Santa Barbara County Department of Social Services	_____ Signature	_____ Date
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_____ Name and Title of Signatory Santa Barbara County Probation Department	_____ Signature	_____ Date
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Name and Title of Signatory Santa Barbara County Education Office	Signature	Date
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Name and Title of Signatory Blochman Union Elementary School District	Signature	Date
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Name and Title of Signatory Buellton Union Elementary School District	Signature	Date
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Name and Title of Signatory Carpinteria Unified School District	Signature	Date
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Name and Title of Signatory Cold Spring Elementary School District	Signature	Date
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Name and Title of Signatory College Elementary School District	Signature	Date
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Name and Title of Signatory Cuyama Joint Unified School District	Signature	Date
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Name and Title of Signatory Goleta Union School District	Signature	Date
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Name and Title of Signatory	Signature	Date
Guadalupe Union Elementary School District		

Name and Title of Signatory	Signature	Date
Hope Elementary School District		

Name and Title of Signatory	Signature	Date
Lompoc Unified School District		

Name and Title of Signatory	Signature	Date
Los Olivos Elementary School District		

Name and Title of Signatory	Signature	Date
Montecito Union Elementary School District		

Name and Title of Signatory	Signature	Date
Orcutt Union Elementary School District		

Name and Title of Signatory	Signature	Date
SBCEO – Juvenile Court & Community Schools		

Name and Title of Signatory	Signature	Date
Santa Barbara Unified School District		

Name and Title of Signatory	Signature	Date
Santa Maria Joint Union High School District		

Name and Title of Signatory	Signature	Date
Santa Maria-Bonita School District		

Name and Title of Signatory	Signature	Date
Santa Ynez Valley Union High School District		

Name and Title of Signatory	Signature	Date
Solvang Elementary School District		

Name and Title of Signatory	Signature	Date
Vista del Mar Union School District		

Appendix A: Definitions

Additional Costs: Costs incurred in providing transportation to the School of Origin reflect the difference between what a Local Educational Agency (LEA) otherwise would spend to transport a Foster Youth to his or her assigned school and the cost of transporting a Foster Youth to his or 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 Foster Youth (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 busses to transport a Foster Youth to one of its schools, the cost of this rerouting can be considered additional cost.

Best Interest Determination: Under federal and California law, a Foster Youth shall remain or enroll in his/her School of Origin, unless a determination is made that it is not in the Foster Youth'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 Foster Youth; preferences of the Foster Youth's parent(s) or education decision maker(s); the Foster Youth's attachment to the school, including meaningful relationships with staff and peers; placement of the Foster Youth's sibling(s); influence of the school climate on the Foster Youth, including safety; the availability and quality of the services in the school to meet the Foster Youth's educational and socio-emotional needs; history of school transfers and how they have impacted the Foster Youth; how the length of the commute would impact the Foster Youth, based on the Foster Youth's developmental stage.

Child Welfare Services Social Worker: Child Welfare Services Social Workers help children and their families resolve conflict or intervene in issues of abuse or neglect.

Educational Rights Holder: Responsible for protecting the child's rights and interests with respect to educational or developmental services, including any special education and related services. The default education rights holder (ERH) is a child's biological parent(s). However, a court can limit a parent's education rights and appoint a "Responsible Adult" or "Educational Representative" to make educational decisions. If the court is unable to appoint a responsible adult AND a child has been referred for a special education assessment or has an IEP or is subject to disciplinary proceedings, then the District must appoint a "Surrogate Parent" as ERH. Once a child turns 18 years old, he or she holds his or her own education rights.

Foster Youth: Per [California Education Code § 42238.01\(b\)](#), the following children and youth are considered "foster youth" for purposes of the Local Control Funding Formula (LCFF)

- A child or youth who is the subject of a petition filed under [Welfare and Institutions Code \(WIC\) § 300](#) (meaning a court has taken jurisdiction over a child and declared the child to be a dependent of the court due to the presence or risk of abuse or neglect). This includes both children who are living at home while a dependent of the court as well as children who the court has ordered to be removed into the care, custody and control of a social worker for placement outside the home.
- A child or youth who is the subject of a petition filed under [WIC § 602](#) (meaning a court has taken jurisdiction over a child and declared the child to be a ward of the court due to the child's violation of certain criminal laws) and has been ordered by a court to be removed from home pursuant to [WIC § 727](#) and placed in foster care as defined by [WIC § 727.4\(d\)](#).
- A youth between ages 18 and 21 who is enrolled in high school, is a non-minor dependent under the placement responsibility of child welfare, probation, or a tribal organization

participating in an agreement pursuant to WIC Section 10553.1, and is participating in a transitional living case plan.

Foster Youth Liaison: Per [AB 490](#), each local educational agency is required to designate a staff person as the educational liaison for foster children who are a ward or dependent child of the court, to ensure and facilitate the proper educational placement, enrollment in school, and transfer between schools of foster children and to assist foster children when transferring schools or school districts.

Foster Youth Services Coordinating Program: Under [AB 854](#) The California Department of Education (CDE) administers the Foster Youth Services Coordinating Programs (FYSCPs) through county offices of education (COEs) to provide support services to foster children who suffer the traumatic effects of displacement from family and schools and multiple placements in foster care. These FYSCPs have the ability and authority to ensure that health and school records are obtained to establish appropriate placements and coordinate instruction, counseling, tutoring, mentoring, vocational training, emancipation services, training for independent living, and other related services. The FYSCPs increase the stability of placements for foster children and youth. These services are designed to improve the children's educational performance and personal achievement, directly benefiting them.

Group Home: Group homes provide the most restrictive out-of-home placement option for children in foster care. They provide a placement option for children with significant emotional or behavioral problems who require more restrictive environments.

Placement Agency: County Child Welfare Services or County Juvenile Probation, whichever has jurisdiction over a Foster Youth's court case.

School of Origin: Per [California Education Code § 48853.5 \(g\)](#), the school that the Foster Youth attended when permanently housed or the school in which the Foster Youth was last enrolled. If the school the Foster Youth attended when permanently housed is different from the school in which the Foster Youth was last enrolled, or if there is some other school that the Foster Youth attended with which the Foster Youth is connected and that the Foster Youth attended within the immediately preceding 15 months, the District Foster Youth Liaison, in consultation with, and with the agreement of, the Foster Youth and the Education Rights Holder, shall determine, in the best interests of the Foster Youth, the school that shall be deemed the School of Origin.

School District of Origin: The school district that operates the School of Origin

Short-Term Residential Therapeutic Program: A residential facility licensed by Community Care Licensing Division and operated by a public agency or private organization that provides short-term, specialized, and intensive therapeutic and 24-hour care and supervision to children.

Transitional Youth Services: A Santa Barbara County Education Office program that oversees the Foster Youth Services Coordinating Program and Education of Homeless Children and Youth.

Appendix B: References

[42 USC CHAPTER 119, SUBCHAPTER VI, Part B](#)

[AB 490](#)

[AB 854](#)

[All County Letter 12-70 \(2012\)](#)

[All County Letter 11-51 \(2011\)](#)

[All County Letter 10-12 \(2010\)](#)

[California Education Code § 42238.01\(b\)](#)

[California Education Code 48853.5](#)

[California Code of Regulations, Title 5 §§ 4600–4687](#)

[California Rules of Court 5.651 \(b\)\(1\)](#)

[Court Companion to the Foster Youth Education Toolkit](#)

Every Student Succeeds Act (ESSA) (20 U.S.C. 6311-12; [114 P.L. 95, 129 Stat.1856](#))

[JV 535](#)

[JV-539](#)

[Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care](#)

[Public Law 110-351](#)

[Social Security Act Title IV](#)

[WIC § 300](#)

[WIC § 602](#)

[WIC § 727](#)

Appendix C: Best Interest Determination Meeting Guide

Best Interest In School of Origin Decisions: A Checklist for Decision Making (Adapted from the San Diego County Interagency Agreement for Providing Educational Support to Students in Foster Care and the Texas Homeless Education Office)			
School of Origin Considerations		Transferring to a New School Considerations	
<input type="checkbox"/>	Continuity of Instruction <i>Student is best served at the same school due to prior history.</i>	<input type="checkbox"/>	Continuity of Instruction <i>Student is best served at a different school due to his/her history/future.</i>
<input type="checkbox"/>	Age and Grade <i>Maintaining friends and contacts with peers is critical to the student's meaningful school experience and participation. The student has been in this environment for an extended period of time.</i>	<input type="checkbox"/>	Age and Grade <i>Maintaining friends and contacts with peers is <u>not</u> critical to the student's meaningful school experience and participation. The student has attended the school of origin for only a brief time. The student has destructive or dangerous relationships at their school of origin.</i>
<input type="checkbox"/>	Academic Strength <i>The child's academic performance is weak, and the child would fall further behind if he/she transferred to another school.</i>	<input type="checkbox"/>	Academic Strength <i>The child's academic performance is strong and at grade level and the child would likely recover academically from a school transfer.</i>
<input type="checkbox"/>	Social and emotional state <i>The child is suffering from the effects of mobility, has developed strong ties to the current school, does not want to leave, or involved in school related or extra-curricular activities.</i>	<input type="checkbox"/>	Social and emotional state <i>The child seems to be coping adequately with mobility, does not feel strong ties to the current school, does not mind transferring to another school, or is not involved in school related or extra-curricular activities.</i>
<input type="checkbox"/>	Distance of commute and its impact <i>The advantage of remaining in the school of origin outweighs any potential disadvantages presented by the length of the commute.</i>	<input type="checkbox"/>	Distance of commute and its impact <i>Shorter commute may help the student's concentration, attitude, or readiness for school. The new school can meet all of the necessary educational and special needs of the student.</i>
<input type="checkbox"/>	Personal safety of the student <i>The school of origin has advantages for the safety of the student.</i>	<input type="checkbox"/>	Personal safety of the student <i>The new school has advantages for the safety of the student.</i>
<input type="checkbox"/>	Need for special instruction <i>The student's need for special instruction, such as Section 504 or special education and related services, can be met better at the school of origin.</i>	<input type="checkbox"/>	Need for special instruction <i>The student's need for special instruction, such as Section 504 or special education and related services, can be met better at the new school.</i>
<input type="checkbox"/>	Length of anticipated stay in housing <i>The student's current living situation is outside the school of origin attendance area, but his/her living situation or location continues to be uncertain. The student will benefit from the continuity offered by remaining in the school of origin.</i>	<input type="checkbox"/>	Length of anticipated stay in housing <i>The student's current living situation appears to be stable and unlikely to change suddenly. The student will benefit from developing relationships with school peers who live in his or her community.</i>
<input type="checkbox"/>	Academic Performance Ranking <i>The school is in program improvement, but the student is connected (academically or socially) to the school which outweighs transferring to a new school or higher performing school.</i>	<input type="checkbox"/>	Academic Performance Ranking <i>The school of origin is in Program Improvement and the new potential school will meet the educational needs of the student. The new school can provide more academic support services and greater opportunities than the school of origin.</i>

	Other:		Other:
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School of Origin Best Interest Determination Procedures & Worksheet - Court Version

Before recommending that a foster youth move from their school of origin, the district must provide a written explanation of why a school change is in the youth's best interests and obtain a written waiver from the ERH. The following steps guide a determination of whether the youth should remain in the school of origin or should transfer to a new school, and what plans are needed to ensure continuous school enrollment. This form, once completed, can be submitted to the court to meet the district and ERH's obligations to provide written explanations of their recommendations/decisions on school of origin.

Student Name: _____ Current Grade: _____ Date of Meeting: _____

STEP 1: Meeting Participants

Education Rights Holder(s) ("ERH") ☐ Present? Name: _____
Mandatory Participant
 Youth ☐ Present? Name: _____
 Caregiver(s), if different than ERH ☐ Present? Name: _____
 Social Worker/Probation Officer ☐ Present? Name: _____
 Attorney for Youth/Public Defender ☐ Present? Name: _____
 AB Foster Youth Liaison (sending school) ☐ Present? Name: _____
 AB Foster Youth Liaison (receiving school) ☐ Present? Name: _____
 Academic Counselor ☐ Present? Name: _____
 School Administrator ☐ Present? Name: _____
 Other ☐ Present? Name: _____
 Other ☐ Present? Name: _____

STEP 2: Identify School Options

Option 1: School youth attended before home placement change, or current school if youth has not yet moved: _____.

Option 2: School of residence after home placement change: _____.

Option 3: School attended when youth first entered foster care/probation system: _____.

Option 4: Any other school(s) attended within the last 15 months where the youth has a connection: _____.

Option 5: Any school(s) to which the youth would have matriculated (elementary to middle or middle to high school) from options 1-4 above, using district feeder patterns: _____.

STEP 3: Complete Best Interest Analysis by Considering Pros and Cons of School of Origin Options

Discuss the pros and cons of each school using the chart below. First, write in the name of each school of origin option (identified in Step 2 above) into the top row. **School Option 1, the youth's current school (or the school the youth attended before the home placement change), is shaded grey to remind meeting participants that it is strongly favored**, especially if the youth has experienced significant school instability in the past and/or has struggled to recover after past school changes. Then, discuss with the team which school or schools best answer each question and place an "X" in the appropriate box(es).

	Option 1	Option 2	Option 3	Option 4	Option 5
Name of School					
Youth Preference What school(s) does the youth want to attend?					
Length of Attendance Which school(s) has the youth attended long enough to develop relationships, trust, and a feeling of belonging?					
Academic Strengths Which school(s) has the strongest academic program and/or college going culture to support the needs of the youth?					
Special Education If the youth has an IEP, which school(s) can provide the most appropriate program?					
English Learner If the youth is an English learner, which school(s) can best support the youth's language development needs?					
Social/Emotional At which school(s) has the youth developed positive relationships with peers and/or teachers?					
Timing of Transfer Which school will prevent a mid-semester school change? (Check only the school where the youth is currently attending)					
Anticipated Length of Placement If the youth is in (or about to be placed in) a					

	Option 1	Option 2	Option 3	Option 4	Option 5
Extracurricular Activities Which school(s) will enable the youth to be connected to extracurricular activities?					
School Discipline At which school(s) does the youth have positive behaviors (free or minimal discipline history)?					
Which school(s) are within 15 miles of the new placement? ¹					
What is the school schedule? (Start time / End time)	____/____	____/____	____/____	____/____	____/____

Impact of Distance on Education

How long is the youth willing to spend in transit each day? ____ minutes

How early is the youth willing to leave for school/get home from school? ____ AM / ____ PM

STEP 4: Foster Youth Liaison Recommendation

The youth's AB 490 Education Liaison: ☐ recommends or ☐ does not recommend that the youth remain in their school of origin for the following reasons: _____

STEP 5: ERH Best Interest Determination

The ERH makes the final decision about whether remaining in the current school or any other school of origin is in the youth's best interest, based on the completion of the chart, all the information available to the team, the Foster Youth Liaison's recommendation, and what the ERH believes would best serve the youth's needs.

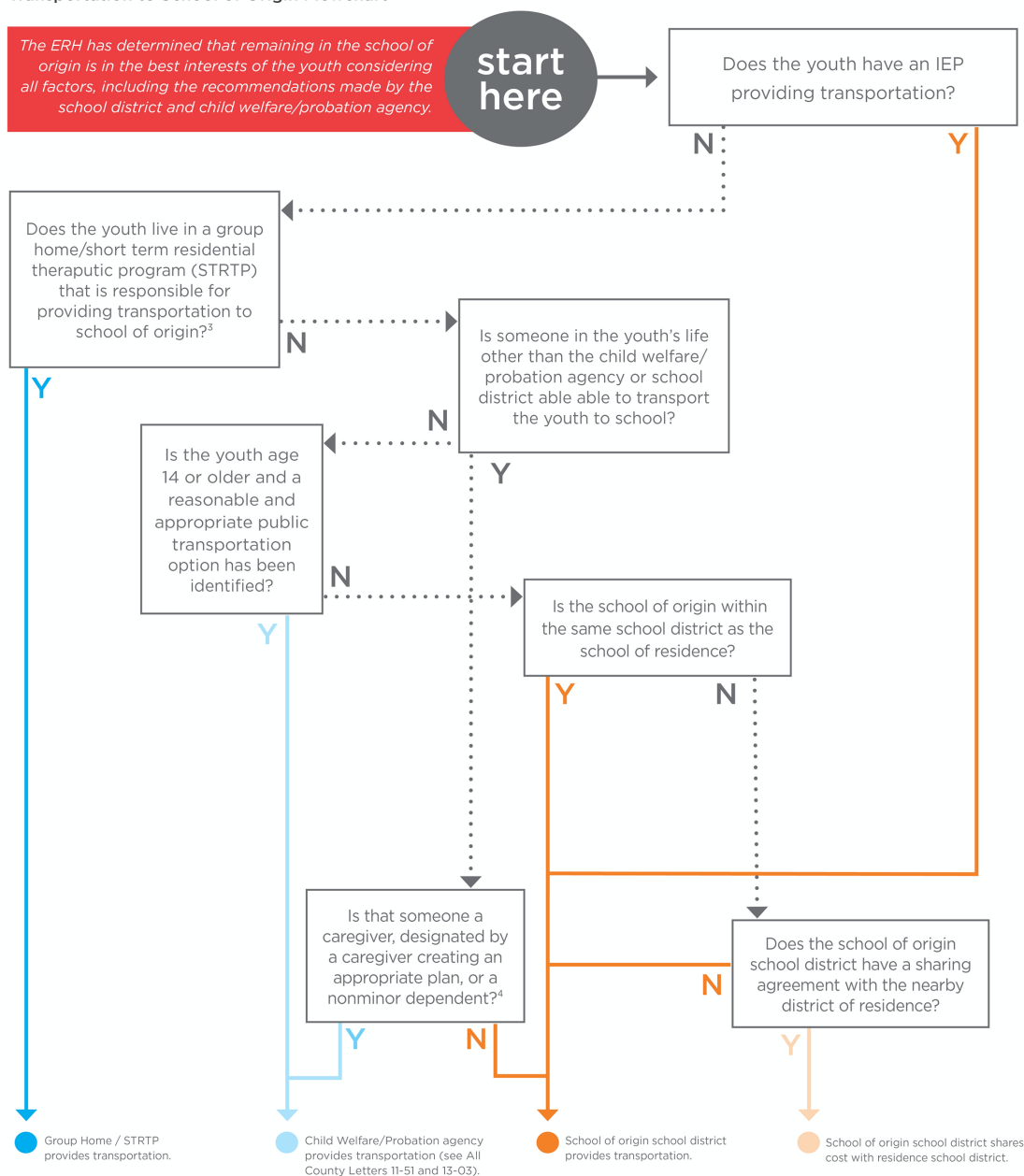
ERH Chooses: ☐ to have the youth remain in _____ school of origin (if checked, go to Step 6) OR
☐ to waive the youth's right to remain in their school of origin and requests immediate enrollment at: _____ school (complete statement below, then skip to Step 7 for consent).

The youth's ERH waives the youth's right to remain in their school of origin for the following reasons: _____

STEP 6: Transportation Plan

If the ERH decides that attendance at a school of origin is in the best interests of the youth, use the Transportation to School of Origin Flowchart to identify whether the school or county placing agency will be responsible for providing that transportation and in what form (e.g., reimbursement, bus service, public transit pass, etc.).² The county placing agency and school district may also agree to split certain costs for transportation at the end of each year. Note that under the Federal Every Student Succeeds Act, written procedures are required between school districts and county child welfare organizations.

Transportation to School of Origin Flowchart



²Under the Every Student Succeeds Act, the written procedures describing transportation cost splitting must also describe how disputes regarding school of origin will be addressed and who will pay while the dispute is ongoing. Best practices suggest that for ease of implementation, the school of origin district where the youth already has been attending should pay for transportation in the first instance, seeking reimbursement as appropriate after the dispute is resolved.

³As of January 1, 2017, short term residential treatment programs (STRTPs) must provide core educational services such as transportation to school of origin. WIC § 11463(b). Additionally, current group home contracts for foster and probation youth may include obligations to provide and funding for transportation, including school of origin.

⁴All County Letters 11-51 and 13-03 specify guidelines for reimbursement of caregivers for transportation to school of origin. Although biological parents may not be directly reimbursed, if the court allows unsupervised visits, the caregiver can make an appropriate plan to have the parent transport the youth and be reimbursed by the child welfare/probation agency. Otherwise, the school district should provide reimbursement for biological parents who transport the youth to school.

Summary of Transportation Plan

Transportation to the school of origin will be provided by:

☐ Group Home / Short-term Therapeutic Residential Treatment Program (STRTP).

☐ Child Welfare or Probation Agency in the form of:

☐ Reimbursement to an individual: Individual's name: _____

Relationship to student: _____

Agency providing reimbursement: _____

☐ Public transportation to be facilitated by the child welfare or probation agency:

The route identified is: _____

☐ The School of Origin school district in the form of:

☐ Bus or other vehicle

☐ Reimbursement to an individual: Individual's name: _____

Relationship to student: _____

☐ Public transportation to be facilitated by the school district:

The route identified is: _____

☐ Other (including shared responsibility with nearby district or County Office of Education). Describe: _____

STEP 7: Consent

ERH Signature: _____

Student Signature: _____

Caregiver Signature⁵: _____

School Administrator: _____

⁵ Note that the ERH is the only person with the right to consent to a change from the school of origin. However, the caregiver should also be consulted regarding the mode of transportation.

Appendix D: Points of Contact and Foster Youth Liaisons

Adelante Charter (under SB Unified)

Ivette Martinez; 805-966-7392, X 1101/C 805-570-0167; lmartinez@sbunified.org

Ballard Elementary School District:

Allan Pelletier; 805-688-4812 /C:805-705-3931; apelletier@ballardschool.org

Blochman Union Elementary School District:

Kimberly Troeger; 805-937-1148, X 221; ktroeger@blochmanusd.org

Buellton Union School District:

Veronique MacDonald; 805-686-2767, X 4; vmacdonald@buelltonusd.org

Carpinteria Unified School District:

Karla Curry; 805-684-4107, X 162, Option 4; kcurry@cusd.net

Cold Spring Elementary School District:

Amy Alzina; 805-969-2678; aalzina@coldspringschool.net

College Elementary School District:

Maurene Donner; 805-686-7310; mdonner@collegeschooldistrict.org

Cuyama Joint Unified School District:

Rachel Leyland; 661-766-2642; rleyland@cuyamaunified.org

Family Partnership Charter (under Blochman)

Kathy Grbac; 805-348-3333 x 1025/ C:805-448-9382; kathy.grbac@fpcharter.org

Goleta Union Elementary School District:

Cherylin Lew; 805-681-1200, X2220; clew@goleta.k12.ca.us

Guadalupe Union Elementary School District:

Angela Soares; 805-343-2411 x1192; asoares@gusdbobcats.com

Hope Elementary School District:

Anne Hubbard; 805-682-2564; ahubbard@hopeschooldistrict.org

Lompoc Unified School District:

Elvira Martinez; 805-742-3310; martinez.elvira@lusd.org

Los Olivos Elementary School District:

Ray Vazquez; 805-688-4025, X 222; rvazquez.losolivos@gmail.com

Manzanita Public Charter School (under Lompoc Unified)

Suzanne Nicastro; 805-734-5600/C:805-588-2423; suzanne.nicastro@manzanitacharterschool.com

Montecito Union Elementary School District:
Nicholas Bruski; 805-969-3249; nbruski@montecitou.org

Olive Grove Charter
Dawn Wilson; 805-623-1113; dwilson@olivegrovecharter.org

Orcutt Union Elementary School District:
Joe Dana; 805-938-8934; jdana@orcutt-schools.net

Peabody Charter (under SB Unified)
Demian Barnett; 805-563-1172; demian.barnett@peabodycharter.net

Santa Barbara Charter School (under SB Unified)
Laura Donner; 805-967-6522, X 1; ldonner@sbunified.org

Santa Barbara County Department of Social Services:
Noel Lossing; 805-737-6019; n.lossing@sbcsocialserv.org

Santa Barbara County Education Office:
Elizabeth Adams; 805-705-3148; elizabethadams@sbceo.org

Santa Barbara County Education Office – Juvenile Court & Community Schools
Rene Wheeler; 805-450-6811; rwheeler@sbceo.org

Santa Barbara County Probation Department:
Brian Swanson; 805-739-8606; bswanso@co.santa-barbara.ca.us

Santa Barbara Unified School District:
Caroline Anderson; (805) 967-5307; carrieanderson@sbunified.org

Santa Maria-Bonita School District:
Brian Zimmerman; 805-361-8141; bzimmerman@smbbsd.net

Santa Maria Joint Union High School District:
Nicole Latham; 805-922-4573/C: 805-268-2962; nlatham@smjuhsd.org

Santa Ynez Valley Union High School District:
Courtney Marino; 805-688-6487; cmarino@syvhsd.org

Solvang Elementary School District:
Melissa Hirth; 805-688-4810 x 4440; mhirth@solvangschool.org

Trivium Charter School (under Blochman)
Teresa Pantzer; 805-717-2020; tpantzer@triviumcharter.org

Vista del Mar Union School District:
Lois Peterson; 805-686-1880; lpeterson@vistadelmarunion.com