

Humboldt County Foster Youth Education Transportation Coordination Program Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into by and between the **Humboldt County Office of Education (HCOE); Humboldt County School Districts (DISTRICT(S)) as individually listed starting on page 9; County of Humboldt, through its Probation Department (PROBATION) and Department of Health and Human Services Child Welfare Services (DHHS-CWS)**, relating to the requirement under the Every Student Succeeds Act (ESSA) and the provision of transportation for foster students to their SCHOOL OF ORIGIN. The MOU will be in effect for the period from July 1, 2019 through, June 30, 2020 and may be renewed and/or amended as detailed below.

1. Recitals.

- 1.1 Whereas, despite great strides having been made toward keeping foster youth in their home communities, it is still frequently necessary to meet the needs of foster children who have been placed far from their home, school, or tribe; and
- 1.2 Whereas, pupils in foster care represent one of the most vulnerable and academically at-risk pupil groups enrolled in California schools. The academic status of pupils in foster care is often profoundly impacted by the foster care system in which many pupils in foster care experience multiple placements with an average frequency of one placement change every six months. Due to this movement, pupils in foster care lose an average of four to six months of educational attainment with each move. Therefore, it is essential to recognize, identify, and plan for the critical and unique educational needs of pupils in foster care; and
- 1.4 Whereas, foster youth are an especially vulnerable pupil population, as they are often also members of other underserved pupil groups; and
- 1.5 Whereas, the HCOE, DISTRICTS, PROBATION, and DHHS-CWS, agree that educational continuity is critical to the long term well-being of foster youth in Humboldt County; and
- 1.6 Whereas, it is recognized that when it is determined by the Educational Rights Holder (ERH), Foster Youth, Minor's Attorney and the District Foster Youth Liaison, to be in the best interest of the foster youth student to be near his or her community and/or tribe, and SCHOOL OF ORIGIN, doing so is considered as "best practice"; and
- 1.7 Whereas, ESSA requires that HCOE, DISTRICTS, PROBATION, and DHHS-CWS collaborate to provide transportation to the SCHOOL OF ORIGIN for foster youth, when it is determined to be in the best interest of the student; and
- 1.8 Whereas, the Humboldt County Office of Education Foster Youth Services Coordinating Program (HCOEFYSCP) is authorized under A.B. 854 (2015)

“Educational services: pupils in foster care,” to utilize funding for transportation to the SCHOOL OF ORIGIN; and

1.9 Whereas, parties to this MOU have a vested interest in seeking and encouraging the establishment of foster homes near the schools to which Foster Youth can conveniently attend; and

1.10 Now, therefore, the parties hereto do mutually agree as follows:

2. The Parties to This Agreement.

2.1 Humboldt County Office of Education (“HCOE”) refers to HCOE as a legal entity, its governing board, officers, agents, employees, and volunteers.

2.2 Humboldt County School Districts (“DISTRICT(S)”), as individually listed starting on page 9, refers to school districts who are signatory to this MOU, and each school district individually as a legal entity, its governing board, officers, agents, employees, and volunteers.

2.3 County of Humboldt:

Humboldt County Probation Department (“PROBATION”) refers to the Humboldt County Probation Department and its officers, agents, employees, and volunteers.

Humboldt County Department of Health and Human Services Child Welfare Department (“DHHS-CWS”) refers to the Humboldt County Department of Health and Human Services Child Welfare Services and its officers, agents, employees, and volunteers.

3. Purpose of MOU.

3.1 The purpose of this MOU is to set forth the party’s responsibilities to collaborate to allow foster students to remain in their SCHOOL OF ORIGIN, if that is deemed in their best interest, by providing transportation to these foster students.

4. Definitions.

4.1 “Foster Youth” means any of the following:

(1) A child who is the subject of a petition filed pursuant to Section 300 of the Welfare and Institutions Code, whether or not the child has been removed from his or her home by the juvenile court pursuant to Section 319 or 361 of the Welfare and Institutions Code.

(2) A child who is the subject of a petition filed pursuant to Section 602 of the Welfare and Institutions Code, has been removed from his or her home by the juvenile court pursuant to Section 727 of the Welfare and Institutions Code, and is in foster

care as defined by subdivision (d) of Section 727.4 of the Welfare and Institutions Code.

(3) A non-minor under the transition jurisdiction of the juvenile court, as described in Section 450 of the Welfare and Institutions Code, who satisfies all of the following criteria:

(A) He or she has attained 18 years of age while under an order of foster care placement by the juvenile court, and is not more than 19 years of age on or after January 1, 2012, not more than 20 years of age on or after January 1, 2013, and not more than 21 years of age, on or after January 1, 2014, and as described in Section 10103.5 of the Welfare and Institutions Code.

(B) He or she is in foster care under the placement and care responsibility of the County welfare department, County probation department, Indian tribe, consortium of tribes, or tribal organization that entered into an agreement pursuant to Section 10553.1 of the Welfare and Institutions Code.

(C) He or she is participating in a transitional independent living case plan pursuant to Section 475(8) of the federal Social Security Act (42 U.S.C. Sec. 675), as contained in the federal Fostering Connections to Success and Increasing Adoptions Act of 2008 (Public Law 110-351), as described in Section 11403 of the Welfare and Institutions Code.

4.2 "SCHOOL OF ORIGIN" is (1) the school in which a child is enrolled at the time of placement in foster care or when permanently housed; (2) the school the youth most recently attended; or (3) any school the youth attended in the preceding 15 months with which they have a connection. Cal. Educ. Code § 48853.5(g).

4. Delegation of Responsibilities.

5.1. All transportation plans will be developed on a case-by-case basis.

5.2 HCOE's Responsibilities:

a. HCOE shall serve as the liaison between the DISTRICTS, PROBATION, and DHHS-CWS, to mediate disputes, conflicts, or disagreements and to ensure the MOU is maintained year-after-year.

b. HCOE shall track the following data as it is relevant to this MOU: Students' names, residences, contact phone numbers, mode of transportation, the incurring of additional costs.

c. HCOE shall report to partners of this MOU on a regular basis.

d. Designate a point of contact for other parties to this MOU.

- e. Facilitate dispute resolution as set forth herein.
- f. Responsible for duties under Section 5.3 for Foster Youth enrolled in HCOE programs.

5.3 DISTRICTS' responsibilities:

- a. DISTRICTS shall share 50% of any additional transportation costs, to be determined on a case-by-case basis, related to transporting foster youth to remain at their SCHOOL OF ORIGIN under ESSA guidelines.
- b. DISTRICTS shall inform HCOE when one of its students requires said transportation services and provide HCOE all relevant information allowing HCOE to uphold its responsibilities.
- c. DISTRICTS shall collaborate with HCOE, PROBATION, and DHHS-CWS, as needed to resolve any challenges as they arise to ensure maximum educational continuity to impacted students.
- d. Designate a point of contact for other parties to this MOU.

5.4 PROBATION's responsibilities as the placing agency:

- a. PROBATION shall make every effort to place the foster youth close to his or her SCHOOL OF ORIGIN.
- b. PROBATION shall share 50% of any additional transportation costs with District of Attendance within the County, to be determined on a case-by-case basis, related to transporting foster youth to remain at their SCHOOL OF ORIGIN under ESSA guidelines and as appropriate to this MOU. See section 7.2
- c. PROBATION shall inform HCOE when it becomes aware that a foster youth requires said transportation services and provide HCOE all relevant information allowing HCOE to uphold its responsibilities.
- d. PROBATION shall collaborate with HCOE, DISTRICTS, and DHHS-CWS, as needed to resolve any challenges as they arise to ensure maximum educational continuity to impacted students.
- e. Designate a point of contact for other parties to this MOU.

5.5 DHHS-CWS responsibilities as the placing agency:

- a. DHHS-CWS shall make every effort to place the foster youth close to his or her SCHOOL OF ORIGIN.
- b. DHHS-CWS shall share 50 % of any additional transportation costs with District of Attendance within the County on a case-by-case basis, related to transporting foster youth to remain at their SCHOOL OF ORIGIN under ESSA guidelines. See Sections 7.2
- c. DHHS-CWS shall inform HCOE when it becomes aware that a foster youth requires said transportation services and provide HCOE all relevant information allowing HCOE to uphold its responsibilities.
- d. DHHS-CWS shall collaborate with HCOE, DISTRICTS, and PROBATION as needed to resolve any challenges as they arise to ensure maximum educational continuity to impacted students.
- g. Designate a point of contact for other parties to this MOU.

6. Process.

- 6.1 All transportation plans will be developed on a case-by-case basis
- 6.2 When a Foster Youth's domicile changes (either a child enters a foster placement for the first time or changes placements once in care), PROBATION or DHHS-CWS will contact HCOE with information to include, the child's name, DOB, school of attendance, new addresses, and contact information of the care provider and education rights holder.
- 6.3 The social worker/probation officer, will facilitate contact with the Education Rights Holder, Foster Youth, Minor's Attorney, and District Foster Youth Liaison in order to determine if they believe it is in the child's best interest to remain in the SCHOOL OF ORIGIN. Unless there is a clear indication that the team does not believe it is in the child's best interest to remain in the SCHOOL OF ORIGIN, every effort will be made to keep the child in that school.
- 6.4 If there is not consensus among the four key parties to the student remaining in the SCHOOL OF ORIGIN, the educational liaison will inform the HCOE of the disagreement. They shall then submit to HCOE in writing the reason(s) for their disagreement. During this period, it is understood the student will remain in the SCHOOL OF ORIGIN, as provided by law, and receive transportation.
- 6.5 HCOE will assist in following the dispute resolution process as is necessary. During the effort to resolve the dispute, the student will remain in the SCHOOL OF ORIGIN pending a resolution. It will be the responsibility of the MOU parties to develop a transportation plan while the dispute is being processed. However, a parent or legal guardian retaining educational rights, a responsible adult appointed by the court to

represent the child pursuant to Section 361 or 726 of the Welfare and Institutions Code, a surrogate parent, or a foster parent exercising the authority granted under Section 56055 of the Education Code to retain ultimate decision making authority. The role of the educational liaison is advisory with respect to placement decisions and determination of the SCHOOL OF ORIGIN. Cal. Educ. Code § 48853.5.

- 6.6 Anyone employed by any agency listed in the first paragraph of this MOU, and tasked with being in the presence of a student shall first complete Mandated Reporter training, whether or not they are specifically required to under the laws of the State of California, before engaging with said student. All employees shall complete training within six weeks of the start of the school year.

7. Transportation Options.

- 7.1 All transportation options will be developed on a case-by-case basis
- 7.2 HCOE, DISTRICTS, Probation and DHHS-CWS will prioritize, no or low cost options, by exploring existing transportation options available for the student, including incorporating the student into existing means of transportation such as existing bus routes. If there are any additional costs to support a transportation plan then the District of Attendance (DOA) and the placing agency (Probation or DHHS-CWS) will share the cost 50% each.
- 7.3 A District is not required to provide transportation to a *former* foster child who has an individualized education program that does not require transportation as a related service and who changes residence but remains in his or her SCHOOL OF ORIGIN pursuant to this paragraph, unless the individualized education program team determines that transportation is a necessary related service. Cal. Educ. Code § 48853.5.

8. Billing Process.

If the HCOE, DISTRICTS, PROBATION and/or DHHS-CWS are unable to transport the student within its attendance boundaries without incurring additional costs, they will arrange and fund the student's transportation to and from his/her SCHOOL OF ORIGIN according to the terms of this MOU. For each case where additional costs are needed one of the MOU parties (HCOE, DISTRICT, PROBATION and/or DHHS/CWS) will be designated as the lead, and be responsible for tracking and invoicing the other MOU parties participating in the transportation plan.

9. HCOE will maintain records of all transportation service contracts provided to Foster Youth and will provide data on an annual basis to PROBATION, DHHS-CWS, Humboldt County DISTRICTS, and the Humboldt County Foster Youth Education Executive Advisory Council. The records shall include how many foster youths utilized the transportation service and the cost.

10. Indemnification.

- a. **Mutual Indemnity.** Each party hereto shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- b. **Comparative Liability.** Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- c. **Effect of Insurance.** Acceptance of the insurance required by this MOU shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to Educational Support for County Foster Youth (IV-E Foster Care Administrative Activities) pursuant to the terms and conditions of this MOU regardless of whether any insurance is applicable or not. The insurance policy limits applicable this MOU shall not act as a limitation upon the amount of indemnification or defense to be provided by either party hereunder.

11. Insurance Requirements.

Each entity shall be responsible for maintaining the following coverage throughout the duration of the contract period. Any changes to this coverage, or cancellation thereof, shall require the entity to provide 30 day written notice to all parties to this MOU.

- 11.1 **General Insurance Requirements.** Without limiting the parties' indemnification obligations provided for herein, each party will maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance and workers' compensation policies. Minimum limits of \$5,000,000 will be maintained for general and auto liability. Workers' compensation coverage will be maintained as required by the laws of the State of California. Any sublimit of coverage shall be approved by all parties before being approved as meeting this requirement.
- 11.2 Each party shall provide a certificate of insurance providing proof of coverage to the other parties prior to the first day of the contract period.
- 11.3 **Insurance Notices.** Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein:

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

HCOE: Humboldt County Office of Education
Attention: Superintendent of Schools
901 Myrtle Avenue
Eureka, California 95501

12. Termination.

This MOU may only be terminated through written notice of intent to withdraw from the MOU being provided to all other parties. Such notice may be given by any party with four (4) months advance notice prior to termination.

13. Changes.


The parties agree that amendments may only be made through mutual consent in writing of the parties hereto, and normally only prior to the renewal of said agreement which shall happen no later than April 30th of each year in the absence of amendments or withdrawals.

14. Nuclear Free Humboldt County Ordinance Compliance.


HCOE and DISTRICTS certify by their signatures below that they are not a Nuclear Weapons Contractor, in that HCOE and DISTRICTS are not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. HCOE and DISTRICTS agree to notify County of Humboldt immediately if they become a Nuclear Weapons Contractor as defined above. County of Humboldt may immediately terminate this MOU if they determine that the foregoing certification is false or if HCOE and DISTRICTS subsequently become a Nuclear Weapons Contractor.

15. Counterpart Execution.


This MOU, and any amendments thereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one (1) and the same MOU. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU, and any amendments hereto, for all purposes.



For Humboldt County Office of Education
Chris Hartley Ed. D, Superintendent of Schools

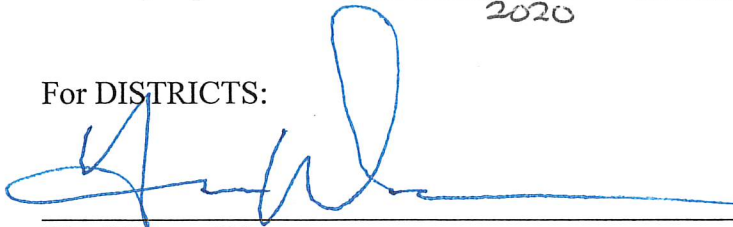


For Humboldt County Probation
Chief Probation Officer, Shaun Brenneman
*[Pursuant to the authority granted by the Humboldt County
Board of Supervisors on 3, 3 2019 (Item [C-15])]
2020*



For Humboldt County Department of Health and Human Services -
Child Welfare Services Ivy Breen, Deputy Branch Director
*[Pursuant to the authority granted by the Humboldt County
Board of Supervisors on 3, 3 2019 (Item [C-15])]
2020*

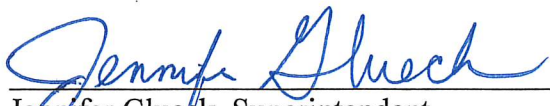
For DISTRICTS:



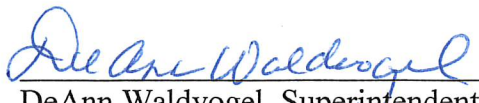
Tim Warner, Director
Alder Grove Charter School




Luke Biesecker, Superintendent
Arcata School District



Jennifer Glueck, Superintendent
Big Lagoon School District



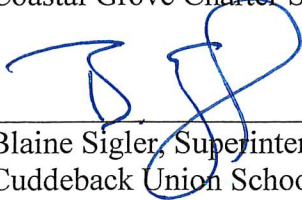
DeAnn Waldvogel, Superintendent/Principal
Blue Lake Union School District



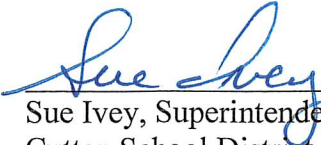
John Blakely, Superintendent/Principal
Bridgeville School District



Bettina Eipper, Director
Coastal Grove Charter School



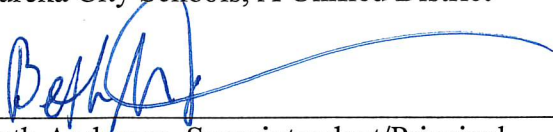
Blaine Sigler, Superintendent/Principal
Cuddeback Union School District



Sue Ivey, Superintendent
Cutten School District



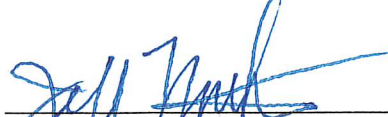
Fred Van Vleck Ed. D, Superintendent
Eureka City Schools, A Unified District



Beth Anderson, Superintendent/Principal
Ferndale Unified School District



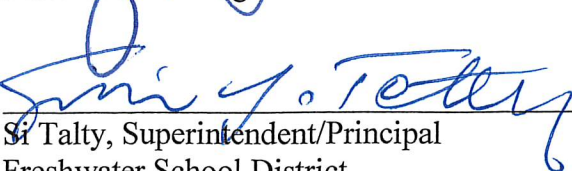
Justin Wallace, Superintendent/Principal
Fieldbrook School District



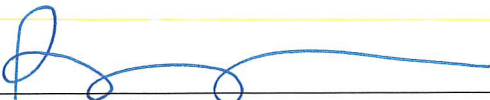
Jeffery Northern, Superintendent
Fortuna Elementary School District



Glen Senestraro, Superintendent
Fortuna Union High School District



Si Talty, Superintendent/Principal
Freshwater School District



Beth Wylie, Director
Fuente Nueva Charter School



Michael Quinlan, Superintendent/Principal
Garfield School District



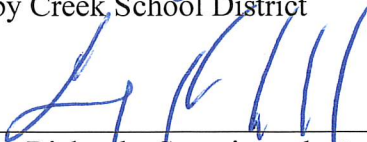
Scotty Appleford, Superintendent
Green Point School District



Kevin Trone, Superintendent
Hydesville School District



Melanie Nannizzi, Superintendent
Jacoby Creek School District




Kenny Richards, Superintendent
Klamath-Trinity Joint Unified School District



Greta Turney, Administrator
Kneeland School District



Brenda Sutter, Director
Laurel Tree Charter School



Autumn Chapman, Superintendent/Principal
Loleta Union School District



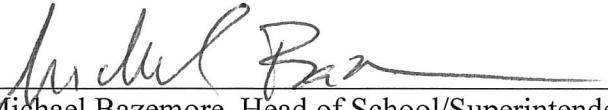
Wendy Orlandi, Superintendent/Principal
Maple Creek School District



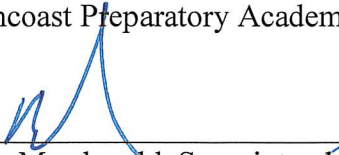
Karen Ashmore, Superintendent
Mattole Unified School District



Heidi Moore-Guyup, Superintendent
McKinleyville Union School District



Michael Bazemore, Head of School/Superintendent
Northcoast Preparatory Academy



Roger Macdonald, Superintendent
Northern Humboldt Union High School District



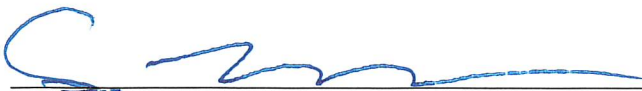
Shari Lovett, Director
Northern United – Humboldt Charter



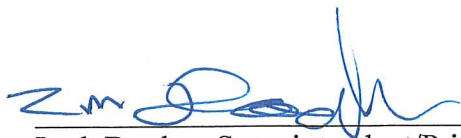
Amanda Platt, Superintendent
Orick School District



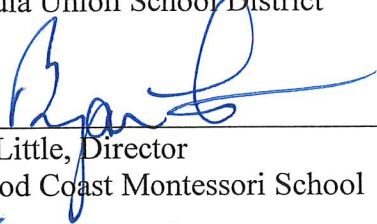
Rene McBride, Superintendent/Principal
Pacific Union School District



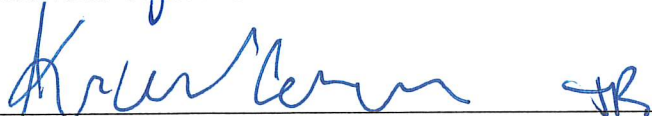
James Malloy, Director
Pacific View Charter 2.0



Lark Doolan, Superintendent/Principal
Peninsula Union School District



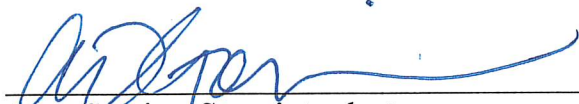
Bryan Little, Director
Redwood Coast Montessori School



Krista Croteau, Director
Redwood Preparatory Charter School



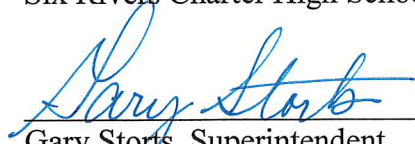
Angela Johnson, Superintendent
Rio Dell School District



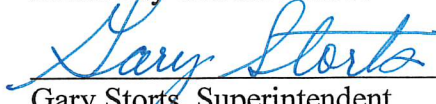
Amy Gossien, Superintendent
Scotia Union School District



Ron Perry, Director/Principal
Six Rivers Charter High School



Gary Storts, Superintendent
South Bay Charter School



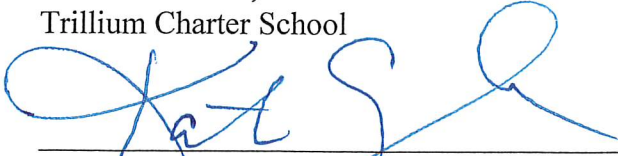
Gary Storts, Superintendent
South Bay Union School District



Don Boyd, Superintendent
Southern Humboldt Unified School District



Marianne Keller, Director
Trillium Charter School



Katie Cavanagh, Superintendent/Principal
Trinidad Union School District



Rea Erickson, Director
Union Street Charter