

SAN LUIS OBISPO COUNTY



INTERAGENCY AND COMMUNITY AGREEMENT



For the coordination and tracking
of County compliance with the

2001 McKINNEY-VENTO HOMELESS EDUCATION ASSISTANCE IMPROVEMENTS ACT

AND THE

2004 CALIFORNIA ASSEMBLY BILL – AB 490

as it relates to homeless and foster youth
residing in
San Luis Obispo County

January, 2012
SIGNATURE COPY

Legislative Intent

McKinney-Vento Homeless Assistance Act, Subtitle VII-B

Reauthorized by the No Child Left Behind Act of 2001
and Filed into Federal law January 2002

"...each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education...."

"Homeless children and youths shall have access to the education and other services that such children and youths need to ensure that such children and youths have an opportunity to meet the same challenging State student academic achievement standards to which all students are held."



AB 490 – State of California Assembly Bill

Filed into State law October 12, 2003

"Pupils in foster care and those who are homeless, as defined by specified federal law (McKinney-Vento), have a meaningful opportunity to meet the academic achievement standards to which all pupils are held, are placed in the least restrictive educational programs, and have access to academic resources, services, extracurricular and enrichment activities as all other pupils." AB 490 Legislative Counsel's Digest (2)

"In fulfilling their responsibilities to pupils in foster care, educators, county placing agencies, care providers, advocates, and the juvenile courts shall work together to maintain stable school placements..." AB 490 Sec. 15, 16000(b)

TABLE OF CONTENTS

AGREEMENT

Interagency Agreement -----	4
Scope of Agreement -----	5
Applicability -----	5

DELINIATION OF RESPONSIBILITIES

Responsibility of the Local Education Agencies (LEA) -----	5
Responsibility of SLOCOE Homeless and Foster Youth Coordinator -----	7
Responsibility of Placing Agencies -----	8
Responsibilities of Juvenile Courts -----	9
Responsibilities of Community Partners -----	10
Youth in Emergency Shelter -----	11

PERIOD OF REVIEW -----	11
------------------------	----

HOMELESS AND FOSTER YOUTH ADVISORY COMMITTEE -----	11
--	----

CONFIDENTIALITY -----	12
-----------------------	----

OWNERSHIP OF RECORDS -----	12
----------------------------	----

FINANCIAL IMPLICATIONS -----	12
------------------------------	----

RESOLUTION OF DISPUTES -----	12
------------------------------	----

INDEMNIFICATION -----	13
-----------------------	----

ADDITIONAL PARTIES TO THE AGREEMENT -----	13
---	----

ENTIRE AGREEMENT -----	14
------------------------	----

ATTACHMENTS

A: Oath of Confidentiality -----	15
B: Guidelines for determining what is in the best interest of the child/youth -----	16
C: Program Definitions and Transportation Decision Flowcharts -----	18
D: Dispute Resolution Flowchart -----	21

INTERAGENCY AGREEMENT

This Agreement for The Coordination and Tracking of County Compliance with the McKinney-Vento Homeless Assistance Act of 2001 and the California Assembly Bill 490, as they relate to foster youth in San Luis Obispo County, entered into the 8th day of April 2005 and revised the 16th day of October, 2007 with

The San Luis Obispo County Office of Education, (SLOCOE)

And

Placing agencies, which include;

- San Luis Obispo County Department of Social Services (DSS)
- San Luis Obispo County Probation Department

And

Local Education Agencies, which include;

- Atascadero Unified School District
- Lucia Mar Unified School District
- Pleasant Valley Joint Union School District
- San Miguel Joint Union School District
- Templeton Unified School District
- Community Schools
- Coast Unified School District
- Paso Robles Joint Unified School District
- San Luis Coastal Unified School District
- Shandon Joint Unified School District
- Cayucos Elementary School District

And San Luis Obispo County Juvenile Court System

And Community Partners, which include;

- Aaron's Group Home
- Transitions – Youth Treatment Program (YTP)
- Family Care Network (FCN)
- San Luis Obispo County Mental Health Department
- Aspiranet
- Court Appointed Special Advocates (CASA)

And Educational Partners, which include;

- Special Education Local Plan Area (SELPA)
- SLOCOE Foster Youth Services (FYS)

All parties listed above are collectively referred to as “Participant” or “Participants.” These Participants agree to collaborate and cooperate together for the educational benefit of foster youth in San Luis Obispo County.

SCOPE OF AGREEMENT

The Participants have mutually agreed to develop a plan for the purpose of providing improved educational outcomes for homeless students and students in foster care. Participants will work together to ensure students' health and educational records are current and accurate, that transfer of records occurs in a timely manner, that disputes regarding transportation or service delivery are resolved promptly, and that students in foster care are educated in the appropriate educational placement in the least restrictive environment. (Ed. Code 48850 & 49069.5, Gov. Code 7579.1)

APPLICABILITY

Youth ages 4-21, who are identified as homeless or in foster care and reside in San Luis Obispo County.

DELINEATION OF RESPONSIBILITIES

A. Responsibility of the Local Education Agency (LEA)

1. LEAs will appoint a Foster Youth Liaison and a Homeless Youth Liaison for each school district. AB 490 Sec. 4 & Ed Code 48853.5(b)
2. The Homeless and Foster Youth Liaison will act as a conduit through which foster youth health and education information will be received and disseminated.
3. Upon notification from the Juvenile Court requesting the appointment of a designated surrogate parent/responsible adult, Homeless and Foster Youth Liaisons will respond to the court with a decision in no more than 21 days from request.
4. Homeless and Foster Youth Liaisons will participate, in an advisory role, in educational placement decisions in consultation with the youth and the person holding educational rights. AB 490 & Ed. Code 48850(b), 48853.5(c)
5. Educational decisions will be made in the best interest of homeless and foster youth. (Ed. Code 48850(a))
6. If a Homeless and Foster Youth Liaison wishes to recommend that a homeless or foster youth not continue in the same school, he/she must provide the youth and the person holding the educational rights with a written explanation stating the basis for the decision. AB490 Sec. 4 & EC 48853.5 (d)(3)
7. If a dispute arises regarding school placement, the Homeless and Foster Youth Liaison will ensure youth shall remain in his/her school of origin until the dispute is resolved. AB 490 Sec. 2 & EC 48853(c)
8. If unable to resolve a dispute regarding school placement within two work days, the Homeless and Foster Youth Liaison will contact the SLOCOE Homeless and Foster Youth Coordinator to convene a Resolution Council for immediate resolution. (See page 12: Resolution of Disputes)

9. Homeless and foster youth will be allowed immediate enrollment following a change in schools without regard to proof of residency, immunizations, academic or medical records, school uniforms or other documentation. EC 48853.5(d)(B)
10. The Homeless and Foster Youth Liaisons will coordinate with appropriate parties to ensure that a homeless or foster youth's grades are not lowered due to absences caused by placement changes, attendance at a court hearing, or other court ordered activities. EC49069.5(g-h)
11. Homeless and Foster Youth Liaison will award credit to foster youth for full or partial coursework satisfactorily completed while attending another public school, juvenile court school, or nonpublic, nonsectarian school.
AB 490 Sec. 1 and Ed. Code 48645.5
12. Upon learning that a youth will be transferring to a new district, the Homeless and Foster Youth Liaison in the district where the youth currently resides will immediately, in a time period not to exceed 2 work days, contact his/her counterpart in the new district to coordinate the transfer. AB490 Sec. 4 & Ed. Code 48853.5(b)(2)
13. Upon notification Homeless and Foster Youth Liaisons will assist in ensuring a youth's academic records are transferred within 2 days of notification of transfer to new district. Academic records will include: AB490 Sec. 48853(b)(2); 49069.5(d)
 - a. Student's seat time
 - b. Full or partial credits earned
 - c. Classes taken
 - d. Grades
 - e. Immunizations
 - f. Special education plan, Individual Education Plan (IEP), 504 plan, evaluation information
14. LEAs will provide Placing Agency staff access to youth's school records without parental consent or court orders. EC49076(a)
15. Homeless and Foster Youth Liaisons will ensure and facilitate proper school placement, enrollment, and checkout from school.
16. When possible and appropriate, Homeless and Foster Youth Liaisons will advocate for and support the establishment of potential foster homes within their district.
17. Homeless and Foster Youth liaisons will maintain an updated and confidential list of foster youth within their district, and will only share with school staff needing the information to meet the educational needs of foster youth.
18. Homeless and Foster Youth liaisons will share educational and demographic data on homeless and foster youth with the SLOCOE Homeless and Foster Youth Coordinator to better identify educational need and prioritize interventions. (WIC 1600, EC 42921)
19. Homeless and Foster Youth Liaisons will set up procedures for identifying homeless youth and making annual enumerations of homeless youth.
20. Homeless and Foster Youth Liaisons will in-service staff within the district on issues and procedures related to homeless and foster youth.
21. LEAs will notify the Homeless and Foster Youth Coordinator of any changes in staffing of the Homeless and Foster Youth Liaison.

22. LEA Liaison in district of origin will be responsible for arranging transportation if the student remains in school of origin. (See Attachment page 20)

A. Responsibility of the SLOCOE – Homeless and Foster Youth Coordinator

1. SLOCOE will work through their Student Services Division – Homeless and Foster Youth Coordinator to ensure each district has a designated Homeless and Foster Youth Liaison.
2. The HFY Coordinator will maintain an up-to-date list of district Homeless and Foster Youth Liaisons on the SLOCOE website at:
<http://www.slocoe.org/fys/home/home.htm>
3. The HFY Coordinator will keep an up-to-date list of contact information for individuals involved in this agreement.
4. The HFY Coordinator will schedule and inform participants of Homeless and Foster Youth Advisory Committee tri-annual meetings.
5. The HFY Coordinator will be responsible for creating agendas for all Homeless and Foster Youth Advisory Committee meetings, maintaining minutes, and tracking action items created during the meetings.
6. The HFY Coordinator, in conjunction with the Homeless and Foster Youth Advisory Committee, will facilitate coordination of training relative to this agreement.
7. The HFY Coordinator will be the point of contact for all Participants for the Homeless and Foster Youth Advisory Committee and for the Resolution Council.
8. Immediately upon request, the HFY Coordinator, in conjunction with the resolution protocols created in this agreement, will contact Resolution Council members and make all necessary arrangements to convene a meeting.
9. The HFY Coordinator will be a standing member of the Resolution Council.
10. The HFY Coordinator will monitor and track changes in laws, regulations and legislation that impact this agreement and provide the Homeless and Foster Youth Advisory Committee with this updated information.
11. The HFY Coordinator will track outcomes, as determined by the Participants of this Agreement, and take a lead role in collecting and assimilating the information required in State reports regarding compliance with the McKinney-Vento Homeless Assistance Act and AB490 as they relate to homeless and foster youth.
12. The Homeless and Foster Youth Coordinator will provide regular updates to all Foster Youth Liaisons on changes of school placement of foster youth within their districts.
13. The Homeless and Foster Youth Coordinator will gather and maintain up-to-date information on emergency and transitional placements (CALM) and immediately share this information with the appropriate school district liaisons.
14. The Homeless and Foster Youth Coordinator will gather educational and demographic information from school districts to identify educational need and prioritize interventions in conjunction with the Homeless and Foster Youth Advisory Committee. (WIC 1600, EC 42921)

15. The Homeless and Foster Youth Coordinator will work with Placing Agencies to maintain up-to-date Health and Education Passports on all foster youth. (WIC 16010)

B. Responsibility of the Placing Agencies

1. Immediately upon detaining a youth, Placing Agencies will ascertain the following information to ensure prompt collection and transfer of school records and forward this information to the district Homeless and Foster Youth Liaison: (EC 49069.5)
 - a. Who has the right to make educational decisions (WIC 361)
 - b. The last school of record
 - c. The school that the youth wants to attend
 - d. The school the parent or person holding education rights wishes the youth to attend (EC 48853.5)
 - e. Grade level
2. Placing Agency staff will make placement decisions in the best interest of the youth and attempt, in all situations when appropriate, to allow the youth to remain in the same school. (Refer to Attachment D) WIC 16502.1
3. Placing Agencies will provide weekly updates on all new placements or change of placements to the Homeless and Foster Youth Coordinator for distribution to district Homeless and Foster Youth Liaisons.
4. Placing Agencies will ensure that staff are provided an up-to-date list of Homeless and Foster Youth Liaisons.
5. Placing Agency staff will notify the school district liaison immediately when a foster youth is being moved within their district, even if the foster youth is not changing his/her school location. EC49069.5(c)
6. Placing Agency staff will clearly define to the Homeless and Foster Youth Liaison, upon placing a youth, whether the placement is considered an emergency placement, transitional shelter or regular foster care.
7. Placing Agency staff will ensure that the school district's emergency card is kept up to date with information on who can pick the youth up from school and will notify the school of any safety concerns.
8. If Placing Agency staff determine or suspect that the foster youth has a disability, they will contact SELPA within 2 days.
9. Information obtained from school records will be used for the sole purpose of: EC49076.(a)(11); WIC 16010
 - a. Compiling the youth's health and education summary
 - b. Fulfilling educational case management responsibilities
 - c. Assisting with the school transfer or enrollment of the pupil
10. At all times, Placing Agency staff will keep the Homeless and Foster Youth Liaison aware of the foster youth's location, court appointments, logistical difficulties and special needs.
11. Upon placement of a youth in a foster home or group home, Placing Agency staff will provide information regarding the educational placement to the caregiver/foster parent and the name of the appropriate Homeless and Foster Youth Liaison for assistance with activities supporting educational stability.

12. Placing Agency staff are responsible for keeping the Juvenile Court, CASA, the youth's attorney, the parent(s), school officials, Mental Health Services, Foster Care eligibility staff, and any other agency, individual or community partner involved with the life of the youth, informed of the youth's residential placement.
13. Placing Agency staff are responsible to provide information gathered regarding the health of the foster youth to the Foster Care Public Health Nurse.
14. If disputes occur, Placing Agency staff, with the assistance of their supervisor, will work with all involved Participant(s) to resolve.
15. If unable to resolve a dispute within 2 work days, Placing Agency staff will request a Resolution Council meeting by contacting the Homeless and Foster Youth Coordinator.
16. Placing Agency staff will ensure that the Homeless and Foster Youth Liaison is invited to any Team Decision-Making (TDM) scheduled and/or provided information on the outcome of the meeting as it relates to their district's foster youth.

C. Responsibility of the Juvenile Court

1. Juvenile Court Judges are charged with the responsibility to provide oversight of county social services and probation agencies to ensure that the educational rights of foster youth are investigated, reported and monitored.
2. At the same time that a court order is made to detain a youth in custody, the Juvenile Court may also issue an ORDER TO LIMIT THE PARENTS' RIGHT TO MAKE EDUCATIONAL DECISIONS FOR THE CHILD AND APPOINTING RESPONSIBLE ADULT AS EDUCATIONAL REPRESENTATIVE utilizing the JV-535.
3. If the Juvenile Court is unable to determine an appropriate responsible adult at the same time as the detention order, the Juvenile Court will send a request to SLOCOE Homeless and Foster Youth Coordinator to make that decision.
4. The Juvenile Court will provide a copy of the JV-535, once judgment is entered, to SLOCOE, the appropriate Placing Agency, child/youth's attorney and CASA, if assigned.
5. If Juvenile Court has requested that SLOCOE designate a responsible adult, Juvenile Court will provide a copy of the JV-536, Local Educational Agency Response to JV-535, to SLOCOE upon issuance of the JV-535.
6. In determining the most appropriate court action on behalf of a youth, the Juvenile Court will take into consideration the current educational placement of the child and the impact of any decision on that educational placement.
7. Juvenile Court shares responsibility with other Participants to work together to ensure that foster youth achieve educational success.
8. Juvenile Court Judges must require case plans, assessments and permanency plans:
 - a. Address the youth's educational entitlements and how those entitlements are being satisfied;
 - b. Obtain information to assist the court in deciding whether the parent/guardian's educational rights should be limited; and

- c. Provide information regarding whether the school has met its obligation to provide educational services to the youth.

D. Responsibility of the Community Partners

1. Community Partners will ensure prompt communication to Placing Agencies in the event that a student's attendance has been or will be interrupted.
2. Community Partner's will work with Placing Agencies to ensure foster youth are able to maintain stable school placements.
3. Community Partner's will ensure that youth placed in their care will have access to available academic resources, services, extracurricular and enrichment activities. AB490 Sec. 3; EC48850(a); 48853(g)

E. Homeless Youth and Youth in Emergency Shelter Care

Homeless Youth and Youth placed in emergency shelter generally have intense and immediate needs that impact school placement. They often pose significant challenges for Placing Agencies and school districts, particularly when youth are moved to another school district and require transportation to their school of origin.

1. Foster youth in emergency shelter and CALM Homes (crisis stabilization, transitional housing) will be considered homeless for the duration of that particular placement, or until the end of the school year (whichever comes first). A youth placed in either setting is herein referred to as emergency shelter.
2. Educational decisions will be made in the best interest of the child on a case by case basis and includes the right to remain in the school of origin.
3. Placing agencies shall notify the school of origin and Homeless and Foster Youth Liaison in the district of residence within 24 hours of a foster youth being placed in emergency shelter.
4. If the child is placed in emergency shelter in a district other than the school of origin, the Homeless and Foster Youth liaison of the district of placement shall also be notified by the Placing Agency within 24 hours.
5. If the Foster Youth Liaison of the district of origin believes that remaining in the school of origin does not meet the criteria for best interest of the homeless youth or youth in emergency shelter (See Attachment D), the liaison will notify the social worker and person holding education rights. If consensus is reached, the student is placed according to the agreement. If consensus on school placement is not reached within two days, the liaison will notify the Homeless and Foster Youth Coordinator to convene a Resolution Council. The youth will remain in the school of origin pending resolution of placement dispute. (EC 48853.5) (PL 107-110, Section 722(g)(3)(E)(iv))
6. Youth placed in emergency shelter homes may receive educational services at the emergency shelter as necessary for short periods of time for either of the following reasons:
 - a. For health and safety emergencies; or

- b. If a decision regarding whether it is in the child's best interest to attend the school of origin cannot be made promptly and it is not practical to transport the child to the school of origin, and the child could not otherwise receive educational services.
7. When a child is placed in emergency shelter within the same school district, transportation to the school of origin is the sole responsibility of that district.
8. When a child is homeless or placed in emergency shelter located in a district other than the school of origin, the Homeless and Foster Youth Liaison of the district of origin will initiate action by contacting the Liaison and Transportation Directors of the district of placement. The district of origin will initiate immediate emergency transportation and will be the lead agency responsible for the transportation, including direct costs. The district of placement will assist with transportation as necessary. If a dispute arises over transportation arrangements for youth placed in emergency shelter, the Liaison from the district of origin will contact the Homeless and Foster Youth Coordinator to initiate a Resolution Council.
9. When homeless youth or youth in emergency shelter become permanently housed, including regular foster care, they remain eligible for all services under McKinney-Vento for the remainder of the school year including the right to remain in the school of origin. However, the school district is no longer responsible for transportation to the school of origin unless their residence entitles them to regular school transportation.
10. When a child is in emergency placement for more than 20 consecutive school days the district of placement, the district of origin, or the Placing Agency has the option to request an educational review hearing. Members of the hearing shall include the District Homeless and Foster Youth Liaison, the Social Worker, and the person holding education rights (or an appropriate designee ie. CASA) and at the discretion of the person convening a hearing, may also include teachers, administrators, foster parents or other relevant parties.
11. If consensus cannot be reached on the best interest of the child to either remain in the current placement or change placement, the District Homeless and Foster Youth Liaison shall contact the Homeless and Foster Youth Coordinator to convene a Resolution Council within two school days.

PERIOD OF REVIEW

This agreement shall be reviewed annually at the October Homeless and Foster Youth Advisory Committee meeting for modifications and legal compliance.

HOMELESS AND FOSTER YOUTH ADVISORY COMMITTEE

Minor procedural adjustments in these Interagency Agreements will be resolved through the Homeless and Foster Youth Advisory Committee. All Participants are permitted to have a representative on the committee.

Minor procedural adjustments do not include the resolution of specific issues involving individual youth (refer to Resolution of Disputes, p. 12). Minor procedural adjustments within departments, agencies or organization that do not impact the outcomes of this agreement may be made without consultation or resolution through the Homeless and Foster Youth Advisory Committee.

The Homeless and Foster Youth Advisory Committee will maintain a sub-group, the Resolution Council, for the purposes of assisting Participants in resolving conflict relative to this agreement.

CONFIDENTIALITY

All Participants will allow for the release of information between each other for the sole purpose of meeting the educational needs of foster youth and shall not share with others or use for any other purpose. All Participants will ensure that records pertaining to foster youth will only be accessible to individuals directly involved in securing services and educational arrangements. All Participants will sign an Oath of Confidentiality, as an attachment to this agreement, which defines appropriate and authorized use of information.

Participants involved in multi-disciplinary team meetings convened to discuss, plan for and resolve individual student circumstances shall receive training and certification in Confidentiality in Multi-Disciplinary Teams (MDT), which is offered quarterly through Children's Services Network (CSN).

OWNERSHIP OF RECORDS

All Participants retain ownership of any records that they maintain or produce. Reports created utilizing data from individual Participant records, which are utilized to validate achieved San Luis Obispo County outcomes, will be the joint ownership of all Participants.

FINANCIAL IMPLICATIONS

All Participants agree to work together to maximize funding, whenever possible, and if disputes arise involving the funding of services to foster youth, agencies will seek to quickly resolve disputes using the process outlined below.

RESOLUTION OF DISPUTES (M-V Homeless Asst. Act, Subtitle VII-B, Sec. 722(g)(1)(C),

See Attachment E

In an effort to ensure that educational activities for foster youth are not negatively impacted by disputes between Participants, all Participants agree to actively engage in the resolution of disputes.

In the event that a school placement dispute between Participants cannot be resolved within 2 school days, the issue will be brought forward to the Resolution Council, a sub-group of the Homeless and Foster Youth Advisory Committee. All Participants agree to abide by the consensus decision of the Resolution Council. In addition, all Participants in dispute agree to not implement changes, transfers, or plans prior to a resolution being approved by the Resolution Council. All decisions by the Resolution Council will be made in accordance with applicable law, this agreement and community or state precedence, as appropriate.

The Resolution Council will include the Homeless and Foster Youth Coordinator and be comprised of two representatives from Placing Agencies, two school district representatives and two community partners. If a Participant other than those currently in representation has a dispute to bring before the Council, they may include up to two of their own representatives in the consensus agreement at that scheduled meeting. If, at any time, the Council is unable to reach consensus, the dispute will be elevated to involved agency or community administrators or directors for an expedited resolution within 2 school days.

Upon request, a Resolution Council meeting will occur no later than 2 work days. Meetings may take place in person or by telephone conference. All Resolution Council members will ensure that the Homeless and Foster Youth Coordinator is kept up to date on their contact information. Resolution Council members agree to be active participants in the Homeless and Foster Youth Advisory Committee.

The Homeless and Foster Youth Coordinator is responsible for keeping the Resolution Council members updated on any changes in laws or legislation related to the McKinney-Vento Homeless Assistance Act and AB 490, as it relates to this agreement. The Homeless and Foster Youth Coordinator will retain minutes of all disputes presented to the Resolution Council, including the consensus outcome. The Coordinator will report a summary of resolved disputes at each Homeless and Foster Youth Advisory Committee meeting.

DATA MANAGEMENT REQUIREMENTS

All Participants agree to make data available when it is necessary for state, federal or grant reporting, provided it does not conflict with confidentiality law.

INDEMNIFICATION

Each Participant agrees to defend and indemnify the other Participant's, their directors, officers, agents, and employees, from any and all claims, demands, damages, and other liability, including costs and attorney fees, resulting from or arising out of its performance and/or non-performance under this Agreement; performance and/or non-performance of its duties and responsibilities under this

Agreement; and any other negligent act or omission of its directors, officers, agents, or employees.

ADDITIONAL PARTIES TO THE AGREEMENT

After the implementation period and the term of this agreement, additional Participants can be added as they are identified in the community. Additional Participants must fall under a category, which already exist, in the Delineation of Responsibilities and agree to the all aspects of those responsibilities and all terms of this agreement as written. Additional Participants must sign a signature addendum and an oath of confidentiality. The decision to include Additional Participants will be made at the Homeless and Foster Youth Advisory Committee.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the Participants hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by all Participants hereto.

IN WITNESS WHEREOF, the Participants hereto have caused this Agreement to be duly executed, such Participants acting by their representatives being thereunto duly authorized.

Only one signature per Participant is required to validate Agreement.

Attachment A

OATH OF CONFIDENTIALITY

All Participants, signing this oath:

- Agree to sign this Oath of Confidentiality on behalf of themselves, as well as their agency, department or organization and have the authority to do so.
- Agree not to divulge any information concerning any record without proper authorization in accordance with state and federal law and interagency agreement(s)
- Recognize that any discussion of or release of information concerning records to any unauthorized person is forbidden and may be grounds for legal and/or disciplinary action
- Understand they will have access to confidential information required for determining needs and services for children under the jurisdiction of the Juvenile Court
- Agree that all discussions, deliberations, records, and information gathered or maintained in connection with these activities shall not be disclosed to any unauthorized person.
- Agree that records related to themselves, friends, business relations, or personal acquaintances will not be accessed.
- Agree to immediately resolve any conflicts of interest, as related to the access of records, as soon as the situation is known.
- Understand that unauthorized release of confidential information is a misdemeanor under Welfare & Institution Code 827 or 10850 and could result in criminal or civil liabilities.

Attachment B

GUIDELINES FOR DETERMINING WHAT IS IN THE BEST INTEREST OF THE CHILD/YOUTH

EC48850(a); EC48853(g);

To the extent feasible, a homeless child/youth should be allowed to stay in their school of origin unless otherwise contrary to the wishes of the child/youth, parent, guardian or person holding the educational rights of the child/youth. .

Information to take into consideration:

- The age of the child/youth
- The distance/time of the commute and what impact that might have on the student's education
- Personal safety
- A student's need for special instruction
- The student's preference to attend the school of origin or school of residence
- The length of anticipated stay in a temporary shelter or other temporary location
- The time of the school year

No decision regarding best interest can be made without consulting all parties involved, including the child/youth.

Questions should include, but not be limited to:

- ⊕ What special programs or activities will be impacted by a move to a different district?
- ⊕ Will the additional time required for transportation negatively impact the participation in or the potential participation in extracurricular or enrichment activities?
- ⊕ What schools do siblings attend?
- ⊕ If seeking reunification with a parent(s) or guardian(s) is the living arrangement of the parent or guardian considered permanent?

Best Practices – when possible, appropriate and in the best interest of the child/youth

1. Placing Agencies will attempt to place a child in the same school district.

2. Children/Youth do not have their education placement changed when there is less than 60 calendar days left in a school year.
3. Youth who are planning on graduation in the current school year do not have their education placement changed when there is less than 90 calendar days left in the school year.
4. Children/Youth have their educational placement in the same school district as the parent/guardian with whom reunification is actively being sought.

Attachment C

PROGRAM DEFINITIONS

DEFINITIONS

Homeless child/youth

Lack a fixed, regular, and adequate nighttime residence.

Youth living in emergency or transitional shelters or are waiting foster care placement. M-V Sec. 725(2)(B)(ii)

Emergency Shelter

Emergency Shelters may be licensed shelter facilities, licensed shelter homes or relative/non-relative extended family member homes. Foster youth or other youth in emergency shelter are considered homeless under McKinney Vento.

“Emergency Shelter” care means the provision of a protective environment for a child who must be immediately removed, pursuant to WIC Sec 300, from his/her own home or current foster care placement, and who cannot be immediately returned to his/her own home or foster care placement”. CDSS Manual of Policy and Procedures, CWS Manual, Div 31, 31-002(e)(11)

Transitional Shelter

May also be referred to as an Emergency Placement and may be in the form of any residence listed under emergency shelter. Foster youth or other youth in a transitional shelter are considered homeless under McKinney Vento

A protective environment utilized for emergency shelter care, which occurs between foster care placements, while awaiting a reassessment of the child/youth’s case plan and acquiring a regular residence/foster care home.

Foster Care Placement

Includes Foster Family homes, Foster Family Agencies (FFA), Relative or non-related Extended Family member home or group home. Youth in foster care placement are considered to be permanently housed and do not qualify as homeless under McKinney Vento.

A placement made in the provision of a placing agency’s child specific case plan, with the intent of providing a stable and consistent residence in the process of achieving permanency.

School of Origin

The school the student attended when last housed, or the school last attended.

Foster youth are permitted to continue in the school of origin as long as he/she is under jurisdiction of the court. If the court’s jurisdiction is terminated prior to the end of a school year, the student may continue to attend the school of origin until the end of the year. In addition, Education Code 48853.5 allows a foster youth who has remained in the school of origin to matriculate with his/her peers in accordance with established feeder patterns, whether that new school is within the district or in another district.

TRANSPORTATION DECISION FLOWCHART

Table One: Determining the applicable rule of law for students placed out of their district of origin

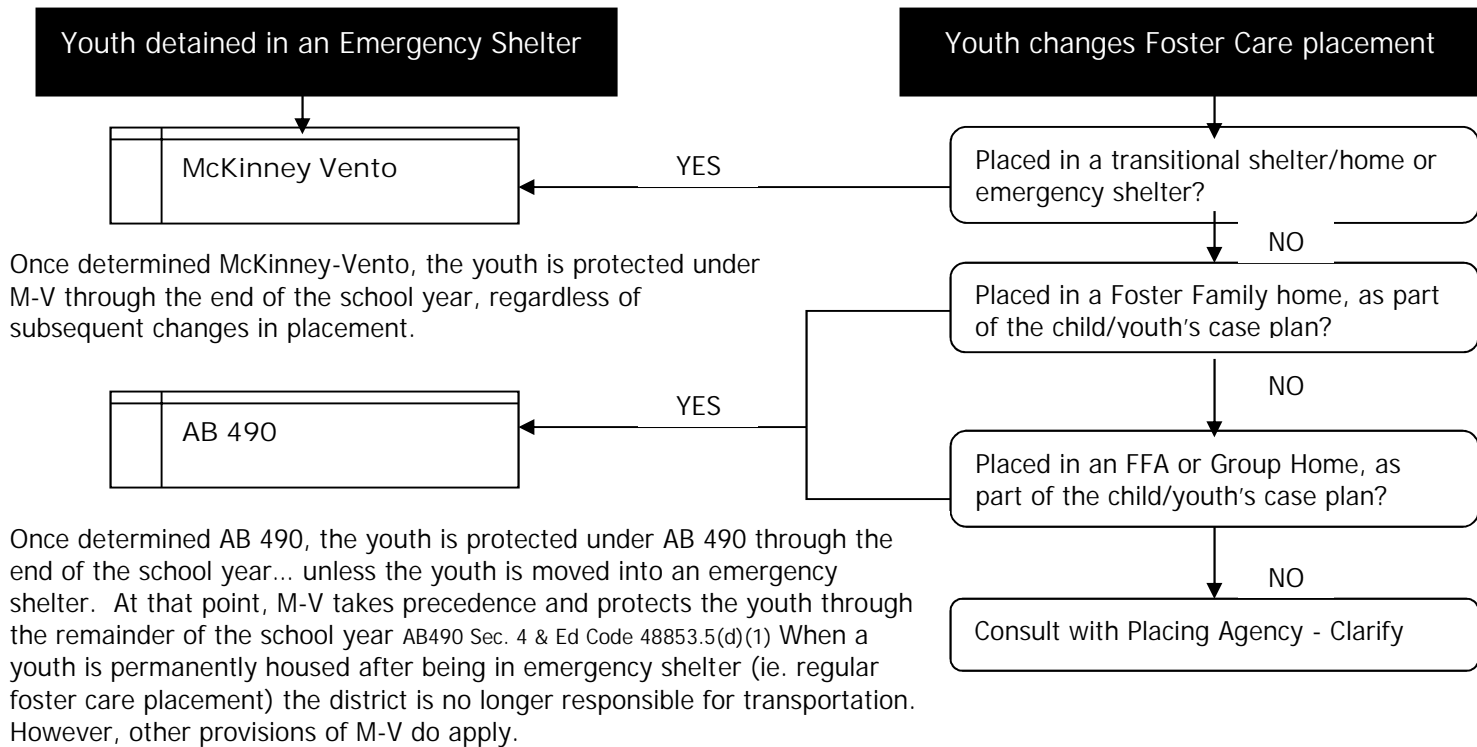


Table Two:

Determining community and agency responsibilities for students who have been moved (initial or subsequent) by a placing agency into a different school district

School of Origin: The school the homeless/foster child attended when permanently housed or the school in which the child was last enrolled. If the school the child attended when permanently housed is different from the school in which the child was last enrolled, or if there is some other school that the child attended with which the child is connected, the liaison, in consultation with and the agreement of the child and the person holding the right to make educational decisions for the child, shall determine in the best interest of the child, the school that shall be deemed the school of origin. EC48853.5(e)

County Agreement: In the absence of clear direction in AB490 in regards to transportation, this interagency agreement will be used to strengthen our County's capacity to provide educational stability in accordance with legislative intent pending further clarification from the State or Federal government.

Transportation of Homeless and Foster Youth -- Definitions

Foster Youth

A youth under 18 who is removed from the home because of their parents behavior or their own behavior

Placements: there are many types of foster placements including relatives, near relatives, foster homes, group homes...

Transportation: Foster youth tend to move frequently. The education code preserves their right to remain in the school of origin when they move. However, transportation is not a mandated responsibility for the districts. Districts may choose to facilitate or supply transportation services. Transportation is ultimately the responsibility of the foster family or Department of Social Services.

Homeless Youth

A youth lacking a fixed, permanent, or adequate residence. Includes living in a motel, camper, substandard housing, doubled up with another family, "couch surfing", or being an unaccompanied youth. Homeless youth have the right to remain in the school of origin.

Transportation: Under McKinney Vento federal legislation, schools are required to provide transportation to homeless youth living outside the school district for the remainder of the school year. Transportation does not necessarily mean school bus. It can be in the form of gas cards, bus passes, etc.

Foster Youth In Emergency or Temporary Shelter

While many foster care placements can be thought of as "temporary" there are two specific instances when a foster youth is also considered homeless. When Department of Social Services places a foster youth in emergency shelter or temporary shelter, this temporary status classifies them as both foster and homeless. Note that this designation is not arbitrary or open to interpretation. Only the formal Department of Social Services designation as emergency or temporary qualifies a youth as homeless.

Transportation: Because they are designated as homeless, schools are required to transport youth in emergency or temporary shelter. According to the SLO County Interagency Agreements, the school district of origin will take the lead in transportation if they are returning to the school of origin.

