

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

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

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

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

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

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

**ACCORDINGLY, IT IS AGREED:**

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

1. CWS

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

- A. CWS will designate an Education Liaison Point of Contact.
- B. CWS will consider placements in boundaries of the School of Origin.

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

## 2. TCOE

- A. Each education district has agreed to work closely with TCOE to ensure that students remain in their school of origin. This MOU will serve as guidance for Foster Youth Services Coordinating Program (FYSCP) staff as they work to assist in coordination of transportation for foster youth. TCOE will work with Tulare County school districts in collaboration with CWS to ensure transportation is provided to children in foster care to their School of Origin when it is in the child's best interest as follows:
  - a. Each district will designate a Point of Contact (Foster Youth Liaison) to work with the COUNTY to oversee and implement ESSA.
  - b. The District operating the School of Origin will provide transportation to the School of Origin when the youth in foster care has an Individualized Education Program (IEP) plan that requires the District to provide such transportation.
  - c. The District operating the School of Origin will provide transportation to the School of Origin when a foster youth resides within the District's boundaries.
  - d. The District of Residence and the District operating the SOO will collaborate and share the cost of providing transportation to the School of Origin when a foster youth resides outside of the boundaries of the District operating the School of Origin. (Note: transportation across district boundaries can be arranged through the TCOE Transportation Department using the same process and at the same rate as special education students).
  - e. The Districts may, according to ESSA and California Education Code Section 48853.5, provide reimbursement to a biological parent or legal guardian to transport a foster child to the School of Origin.

## 4. ALTERNATE TRANSPORTATION



CWS or any District can provide an alternate form of transportation at a lower cost as long as it serves the child's best interest. Education Code Section 48853.5 (g) provides that a District or CWS may choose to share in this cost or take sole responsibility for such costs. If a District chooses to provide student transportation to their school of origin while the child is living outside of the District of origin, these costs are eligible for Educational Travel Reimbursement. Districts will complete an Education Stability Travel Expense Reimbursement Request form and submit to COUNTY in order to seek reimbursement for these expenses.

## 5. GRIEVANCE PROCEDURES

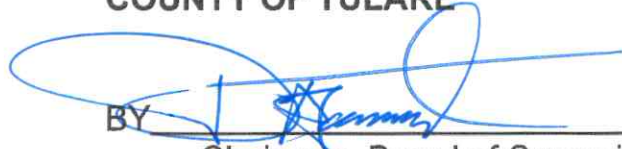
ESSA provides that Education Rights Holder (ERH) has the right to file a grievance with the School of Origin when a decision is made not to allow the foster child to remain in the School of Origin. This shall be done through the Uniform Complaint Process already required to be in place through the Williams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

- A. The child shall remain in the School of Origin as required by ESSA.
  - B. Transportation shall be provided as described in Sections 2, 3 and 4 above.
6. TERM: This MOU will commence July 1, 2023 and will remain in effect until June 30, 2026 or until termination by either party upon thirty (30) days written notice.
  7. AMENDMENTS: Amendments or modifications to the terms of this MOU must be made in writing and approved by all parties hereto, in order to maintain compliance with changes pursuant to federal or state laws, regulations, or policies affecting MOUs rulings, pertinent regulations, or funding.
  8. INDEMNIFICATION: The TCOE shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by the TCOE or its agents, officers and employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.
  9. THIRD PARTY RIGHTS: Unless specifically set forth, the parties to this MOU do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

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

**COUNTY OF TULARE**

Date: 9/26/23

BY 

Chairman, Board of Supervisors

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

By   
Deputy Clerk



**TULARE COUNTY SUPERINTENDANT OF SCHOOL**

Date: 6/16/23

By 

Tulare County Superintendent of Schools

Approved as to Form  
County Counsel

By Charles W. Felix 2023776  
Deputy

Date 08/30/2023