

## **Memorandum of Understanding – School Stability for Students in Foster Care**

This Memorandum of Understanding (MOU) is between Montezuma County Department of Human Services and Dolores School District RE-4A.

### **1. Background**

Ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare agencies and school districts. Under state and federal law, when a student in an out-of-home placement (Student) changes foster care placement, the Student should remain in his or her school of origin unless doing so is not in his or her best interest, in which case the Student must be immediately enrolled in a new school. Local child welfare agencies (County Department) and local education agencies (School District) must collaborate to provide necessary transportation when Students remain in their schools of origin.

### **2. Best interest determinations**

When an out-of-home placement results in a potential school change for the Student, the County Department will conduct a Best Interest Determination (BID). The County Department will give the School District at least 3 school days' notice when possible. BIDs will be conducted by the County Department in accordance with applicable statute and regulation. The School District will provide the input of individuals who know the Student and can speak to his/her school experience and needs prior to or by participating in BID. The School District will have the opportunity to offer input regarding best interest, although the ultimate determination will be decided by the County Department.

When the Student remains in his or her school of origin, which is the presumption, the School District and County Department will collaborate to ensure that necessary transportation is provided.

When the County Department determines that it is not in the best interest of a Student to remain in his or her school of origin, the School District will transfer the education records of the Student to the new school without delay.

### **3. Transportation to remain in the school of origin**

Short-term transportation to allow a Student to remain in the school of origin will be arranged by the County Department. The County Department and School District will collaborate to provide ongoing transportation to allow the Student to remain in the school of origin. Regardless of which party arranges, provides or funds the transportation (or any disputes pertaining thereto), the parties shall ensure that transportation is provided when necessary for the Student to remain in the school of origin.

**4. Cost sharing for transportation to remain in the school of origin**

The provision of transportation to allow a Student to remain in his or her school of origin may result in costs that exceed what the School District would otherwise pay to transport the student to school if the student were not in foster care (Additional Costs).

The State Department of Human Services (State Department) will reimburse 80% of the Additional Costs for Students to remain in their schools of origin. The County Department and the School District will equally share the remaining 20% of Additional Costs (10% to each party).

In the event that the School District is incurring the additional costs by providing transportation directly, the County Department will reimburse the School District for the 80% State Department share and 10% County Department share of the Additional Costs through quarterly invoices.

In the event that the County Department is incurring the Additional Costs by providing transportation directly, paying mileage to a caregiver, or by providing another form of private transportation, the School District will reimburse the County Department for the School District's 10% share of the Additional Costs through quarterly invoices.

**5. Points of contact**

The primary point of contact for accomplishing the objectives of this MOU, including day-to-day communications, are:

County Department

School District

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

**6. Information sharing**

In addition to collaborating to make Best Interest Determinations and facilitate the immediate enrollment of students in out-of-home placements through the transfer of education records, the County Department and School District shall immediately disclose information that is relevant to the health and safety of the Student or anyone else to the fullest extent allowed by applicable law, specifically including but not limited to C.R.S. 19-1-303 (2) (allowing "school personnel" to obtain "any information required to perform their legal duties and responsibilities" from any agency that performs duties under Title 19 of Colorado Revised Statutes) and 20 U.S.C. 1232g(b)(1)(I) (allowing schools to disclose confidential information to "appropriate persons if the knowledge of such information is necessary to protect the health or safety of the student or other persons").

At a minimum, the County Department will notify School District within 2 school days when children enrolled in the School District enter or change out-of-home placements, so that the School District can fulfill its other obligations toward students in out-of-home placements (which are outside the scope of this agreement).

7. **Term**

The term of this MOU shall be from [July 1, 2018] through [June 30, 2019].

8. **Signatures**

For the County Department

For the School District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved: August 2019