

DHS-18-07

MEMORANDUM OF UNDERSTANDING (MOU) – #C2017-0081

BETWEEN

COLORADO SPRINGS SCHOOL DISTRICT NO. 11 (“District”)

AND

EL PASO COUNTY DEPARTMENT OF HUMAN SERVICES (“DHS”)

for

EDUCATIONAL STABILITY

THIS AGREEMENT, effective July 1, 2017 through June 30, 2018, is to establish standard procedures between El Paso County Department of Human Services (DHS) and Colorado Springs School District 11 (District) for transporting students who are in foster care homes.

Services are related to Title I, Part A (Title I) of the Elementary and Secondary Education Act of 1965 (ESEA) as amended by the Every Student Succeeds Act (ESSA), that require State and local educational agencies to collaborate with child welfare agencies to ensure the educational stability (minimal educational disruption) of children in foster care.

Basic provisions of ESSA section 111(g)(1)(E) and Volume 7.301.24

1. A child in foster care will enroll or remain in the child's school of origin, unless a determination is made that it is not in the child's best interest to attend that school;
2. If a determination is made that it is not in the child's best interest to remain in the school of origin, the child will be immediately enrolled in a new school, even if the child is unable to produce records normally required for enrollment; and
3. A new (enrolling) school immediately contacts the school of origin to obtain relevant academic and other records;
4. First/best option is for most students to remain at school of origin;
5. Per Volume 7: Consider school of origin proximity to parents and student when deciding on placement;
6. Per Volume 7.301.241 D 6. "Immediately "means the date designated in the best interest determination, not necessarily the date the determination is made;
7. Per Operational Memo effective March 10, 2017 (OM-CW-2017-004) from the Colorado Department of Human Services, the county department of human/social services is the entity responsible for determining whether it is in a child or youth's best interest to remain in their school of origin, with input from the District.

Foster child transportation to school shall take into consideration the ***“Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care.”***

Responsibility for Determining Best Interest (12 CCR 7.301.241):

DHS is the entity responsible for determining whether it is in a student's best interest to remain in the student's school of origin, with input from the District; DHS shall notify the District in this

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process, and the District shall make efforts to provide meaningful input from a representative who knows the student.

TERM

This Agreement is effective July 1, 2017 through June 30, 2018.

To facilitate communications between the District and DHS, the individuals stated below shall serve as Designated Liaisons/Points of Contact (POC) for matters related to any investigations, and for any educational placement and transportation needs. These contacts will be updated as needed.

THEREFORE: The parties agree as follows:

I. DHS shall Perform the Following Services:

1. Notify the District point of contact (POC) of all relevant foster child placements.
2. Invite the District to Best Interest Determination Meetings as appropriate.
3. Notify the District point of contact within one (1) school day of a determination that it is in a student's best interest to remain in the school of origin for a student whose school of origin is within the District, including whether the determination triggers the need to provide ongoing transportation services.
4. Notifying the District point of contact within one (1) school day when there has been a best interest determination that student in foster care will transfer into a new school within the School District from another local educational agency for a student. This notice shall include the date designated for transfer.
5. DHS pre-approval is needed for student school changes resulting from a change in living arrangements and for related, required transportation services.
6. DHS contact:

EPCDHS Child Placement and Consulting Team 719-444-5729, 719-444-5508
dsscpact@elpasoco.co

Fax 719-444-5478

7. Contract changes must be coordinated through:

El Paso County Department of Human Services
DHS Contract Management
1675 West Garden of the Gods, 3rd Floor
Colorado Springs, CO 80907
DHSContractManagement@elpasoco.com

II. The District shall provide the following services:

1. The District must designate an employee to serve as point of contact (POC) for child welfare agencies and to oversee implementation of educational stability provisions and shall notify the DHS contact within 2 days of any changes. This POC cannot be the same person as the State Coordinator for the Education of Homeless Children and Youths under section 722(d)(3) of the McKinney-Vento Homeless Assistance Act.

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2. The District's pre-approval is needed for transportation services when the transportation will be provided by the District.
3. The District point of contact will inform DHS if there is someone who knows the child and provide the meeting information to that person.
4. The District will tell DHS how they are meeting the child's academic and non-academic needs (extracurricular activities, social and emotional needs).
5. When a student in foster care transfers into the District, the District will ensure the student is immediately enrolled, which means attending and meaningfully participating in school by the date designated in the student's best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4). Enrollment cannot be denied or delayed because documents normally required for enrollment (proof of age, proof of residency, vaccination records) have not been submitted. School records, including an IEP, are never required for enrollment, but an enrolling school must immediately contact the school of origin to obtain relevant records.
6. When a student transfers out of School District, School District will support that student's transition by ensuring prompt transfer of records to the new school. Records transfer must not be delayed due to any fees or fines the student may owe.
7. The District will develop and implement a "needs to know basis" confidentiality policy to meet the educational needs of students in foster care while also protecting privacy of sensitive information, including documenting best interest determinations and foster care status on behalf of School District to the extent required to meet students' educational needs.
8. Facilitate data sharing with Human Services consistent with FERPA, the IDEA, and other privacy laws and policies.
9. Placements and related transportation notifications will be provided to the District's point of contact:

Colorado Springs School District 11
Special Ed POC and Contracting Officer's Technical Representative (COTR)
Maria Black, Special Education Facilitator, Child Welfare Education Liaison (CWEL) or designee
1115 North El Paso Street
Colorado Springs, CO 80903

Maria.Black@d11.org

General Contact: D11_CWEL@d11.org

General Phone: 719-520-2153

In conjunction with:

1. Title I Director or designee, and
2. Transportation Director or designee.

10. Contract changes must be coordinated through:

Colorado Springs School District 11
ATTN: Ruth Smith, District Contracting Officer
1116 North El Paso Street, Room 139
Colorado Springs, CO 80903
Ruth.Smith@d11.org
Office 719-520-2030
Cellphone 719-484-9297

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Funding of Transportation

1. The District and DHS will fund transportation provided within their own systems (i.e., the school bus for the District and casework staff or foster care provider for DHS). Placement Providers will be primary option/first choice for transportation. If a third party transporter, approved by both District and DHS, requires payment, these costs will be shared equally between the two Parties.
2. The District will not pay for any transportation that they did not pre-approve.
3. DHS will not pay for any transportation that they did not pre-approve.

III. Dispute/Disagreement Resolution

As soon as it is apparent that a disagreement exists regarding transportation or funding and dispute resolution is necessary, the School District and Human Services points of contact shall notify their respective administrators of the dispute. The administrators shall attempt to come to an agreement within 5 school days. If an agreement still cannot be reached, parties agree to identify a designee from each agency that will work together to decide the outcome, including any amounts owed between parties for transportation provided pending the resolution.


Pending resolution of a dispute, DHS will provide the necessary transportation.

Payment

All payments will be made by a mutually agreed upon method (i.e., by check).

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 12th day of February, 2018.

**BOARD OF COUNTY COMMISSIONERS
of EL PASO COUNTY, CO**

By: 
**JULIE KROW, MA, LPC
EXECUTIVE DIRECTOR
DEPARTMENT OF HUMAN SERVICES**

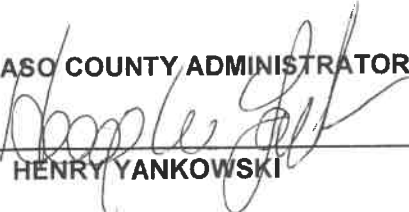
**COLORADO SPRINGS SCHOOL
DISTRICT NO. 11
RUTH A. SMITH**

By: 
DISTRICT CONTRACTING OFFICER

APPROVED AS TO FORM:

By: 
OFFICE OF COUNTY ATTORNEY

EL PASO COUNTY ADMINISTRATOR

By: 
HENRY YANKOWSKI