

**Cuyahoga County Initial Interagency Agreement for
Educational Stability for Youth in Foster Care
#08012017**

Notification and School of Best Interest Determination

1. This agreement is between the Participating School Districts and the Cuyahoga County Division of Children and Family Services (CCDCFS).
2. List of Participating School Districts:

Bay Village City School District	Orange City School District
Beachwood City School District	Parma City School District
Bedford City School District	Richmond Heights Local School District
Berea City School District	Rocky River City School District
Brecksville-Broadview Heights City School District	Shaker Heights City School District
Brooklyn City School District	Solon City School District
Chagrin Falls City School District	South Euclid-Lyndhurst City School District
Cleveland Heights-University Heights City School District	Strongsville City School District
Cuyahoga Heights Local School District	Warrensville Heights City School District
East Cleveland City School District	Westlake City School District
Euclid City School District	
Fairview Park City School District	
Garfield Heights City School District	
Independence Local School District	
Lakewood City School District	
Maple Heights City School District	
Mayfield City School District	
North Olmsted City School District	
North Royalton City School District	
Olmsted Falls City School District	

3. This agreement pertains to all students enrolled in a Participating School District, which includes preschool if the district offers public preschool and if the child placed in foster care was enrolled in preschool at their time of placement.
4. The policies and procedures in this agreement are effective for any student placed into foster care or into a new foster care placement on or after December 10, 2016, the effective date of the federal regulations pertaining to the educational stability of youth in foster care under the *Every Student Succeeds Act (ESSA)*. Reimbursement from the County, as associated with transportation, which is further described by paragraph 12 under the Transportation, Planning and Funding Section of this Agreement, shall be applied to costs incurred after December 10, 2016 and prior to March 1, 2018, unless a new cost-sharing agreement is established prior to that date.
5. When a child is placed into foster care or into a new foster care placement, CCDCFS will notify the current District of Origin **within one school day** of the new foster care placement.
(Resource: *ODJFS Notification Form*)
 - a. The CCDCFS Point of Contact (POC) will include the District POC in the notification who will determine other district/building personnel to include in the notification and planning.
 - b. Should a CCDCFS Caseworker directly initiate communication with the child's school building administrator due to the nature or timing of the placement, the school building administrator will notify the District of Origin POC and CCDCFS POC to ensure they are involved in the coordination and planning of the Best Interest Determination as needed.
6. The School of Origin will immediately update the child's foster care status in the student database when informed by ODE on how to do so. Until this time, the District/School or Origin will locally determine a procedure for tracking notifications of changes in placement.
7. If the child is placed in foster care outside of the residency area of the District of Origin, the child will remain in their School of Origin and interim transportation must be arranged and provided by the District of Origin until a Best Interest Determination is made to either withdraw the student from the School of Origin, or maintain the student in the School of Origin at which time the District of Origin and CCDCFS will have five additional days to develop a permanent transportation plan per the *Transportation Planning and Funding* section of this agreement. The final responsibility for transportation resides with the District of Origin and must be determined reasonable by CCDCFS.
8. A Best Interest Determination must be made collaboratively between the District/School of Origin and the CCDCFS **within 5 school days** after the foster care placement, except in emergency removal situations. (Resource: *Ohio's Model Best Interest Determination Form*)
 - a. If no agreement can be reached within 5 days, the CCDCFS must make the final determination regarding the best interest of the child.

- b. In situations requiring emergency removal from a school district and/or residential placement, a formal educational meeting may not be feasible. In these instances, CCDCFS will contact the District and School of Origin the **next school day** to inform the school of the child's new school placement, provide the District of Origin with the ODJFS Notification Form and electronically submit the District of Origin's withdrawal form to the District POC. The School of Origin will then use this information to mark absences excused during any period of emergency removal until the receipt of a withdrawal form, unless the student is being educated elsewhere. The District of Origin will also update contact information, if provided, for the child and immediately transfer records upon a request for records from the receiving school.
- c. In instances where a student is receiving specialized special education services that could be considered unique to the School of Origin, then the School of Origin may inquire of the potential receiving district to better understand the commensurate specialized services available in the receiving district. However, any attempts to collect this information cannot delay the 5-day decision-making process and the final decision is still to be made jointly by the School of Origin and CCDCFS, or solely by CCDCFS when an agreement cannot be reached within 5 days.

School Enrollment

- 9. If it is determined that it *is not* in the best interest of the child to remain in the School of Origin, then the child is immediately withdrawn from the School of Origin and enrolled in the new, receiving school.
 - a. The CCDCFS caseworker will submit the district's withdrawal form via email to the School of Origin and the District's POC, when an email address is made available to CCDCFS by the School of Origin and the District POC.
 - b. CCDCFS will follow the enrollment procedures of the receiving school district and, at a minimum, provide the withdrawal form from the School of Origin, any available Best Interest Determination documentation or journal entry from Juvenile Court, and the ODJFS Notification Form as **"Temporary Documentation"** for enrollment purposes in a receiving school when standard records are not immediately available. (*Resources: Ohio's Model Best Interest Determination Form, ODJFS Notification Form*)
 - c. CCDCFS must also provide the receiving school with emergency contact information for the child and identify the person(s) responsible for the daily care of the child.
 - d. The receiving school will not refuse to enroll a student in foster care due to incomplete information or records, as long as the minimum information listed in Sections 9(b) and 9(c) of this Agreement are provided by CCDCFS.
 - e. The receiving school will request student records **the same day** from the School of Origin.
 - f. The School of Origin will send records to the new school **within one school day** of receiving the "Request for Records".
 - g. For a youth in foster care, a School of Origin cannot refuse to send educational records to the receiving school due to non-payment of fees.
 - h. If a Participating School District is a receiving school and does not receive student records from the previous School of Origin (sending school) within 5 days, the POC of

the receiving school will contact the District of Origin POC and CCDCFS POC or caseworker.

- i. If immunization records are not available from the student records received by the sending school, CCDCFS will provide these records, or verification of a scheduled vaccination appointment, to the receiving district **within 14 days of enrollment**. If immunization documents are not provided within 14 days of enrollment, the receiving school has the right to deny admission to the student until acceptable documentation of immunization is provided. These processes are to maintain district compliance with ORC 3313.671.
- j. If the birth certificate is not available from the student records received by the sending school, CCDCFS will use its best efforts to provide these records to the receiving district **within 45 days of enrollment**.
- k. If the student is receiving special education services through an IEP or accommodations through a 504 plan from the School of Origin , all special education or 504 plan documentation will be provided by the School of Origin to the receiving school within one school day and the receiving school will adopt or modify the student's IEP.
 - i. If a student is receiving special education services, an educational decision maker (legal parent or surrogate parent) must be included in all determination meetings.
 - ii. A receiving school will provide special education services or accommodations commensurate to the student's needs once it is provided with school documentation identifying this need, even if it was completed prior to the current school year. This documentation can be provided by the School of Origin and/or the CCDCFS caseworker. These commensurate services will continue until a receiving district completes a new multi-factored evaluation or follows the district process to modify a student's existing IEP or 504 plan.
- l. The receiving school will transfer and accept credits for full or partial coursework that is satisfactorily completed from the prior school.

Transportation Planning and Funding

- 10. If it is determined that it is in the best interest of the child to remain in the School of Origin, the School of Origin and CCDCFS will develop and implement a transportation plan for the child **within five school days** of the date of the Best Interest Determination. (*Resources: Ohio's Making a Transportation Plan: Implementing ESSA Transportation Requirements to Ensure Educational Stability for Children in Foster Care*).
 - a. The transportation plan must include how transportation will be provided, arranged and funded. The transportation plan shall be developmentally appropriate, based upon the child's age and developmental ability. It may not be developmentally appropriate for a transportation plan to include public bus transportation for a child under the age of 15 years old, or to include bus transportation for a child with reduced mental and/or developmental capability. In determining whether a plan is developmentally appropriate, the School of Origin and CCDCFS shall consider factors such as the number

of transportation transfers and the total length of the journey. If there is a dispute regarding whether the transportation plan is developmentally appropriate, CCDCFS retains the discretion to approve the appropriate transportation choice for the child, which CCDCFS will not unreasonably withhold.

- b. The transportation plan will adhere to any pertaining state legislation or ODE administrative rules regarding the transportation of students.
- c. Interim transportation must be arranged until a permanent transportation plan is in place or during any dispute process.
- d. An Interim Transportation Plan can be in place for a maximum of 10 days from the date that the child's placement in foster care has changed (5 days for Best Interest Determination and 5 days for developing a Transportation Plan).
- e. The parties agree that a student will not miss school due to transportation disputes or logistics.

11. The School of Origin must provide transportation when it can be done at "no additional cost".

- a. Subject to the CCDCFS approval as identified in Section 10(a) of this Agreement, the District of Origin will examine existing transportation options available for the student, including incorporating the student into an existing bus route, modifying an existing bus route and other no-cost or low-cost options. Transportation will be provided and fully funded by the District of Origin if such a solution is available.
- b. If it is not reasonable or feasible to provide transportation for a student in foster care within existing district procedures, the District of Origin is responsible for developing an Alternative Transportation Plan. This Alternative Transportation Plan may be developed in collaboration with CCDCFS, however, the final responsibility for arranging and providing transportation resides with the District of Origin and the Alternative Transportation Plan must be determined reasonable by CCDCFS as indicated in Section 10(a) of this agreement. (*Resources: Sample Student Transportation Plan in Ohio's Making a Transportation Plan: Implementing ESSA Transportation Requirements to Ensure Educational Stability for Children in Foster Care*).
- c. The Alternative Transportation Plan may include, but not be limited to, making resources available for foster care parents to provide transportation to a stop on the School of Origin's existing bus route.
 - i. The Alternative Transportation Plan must meet the CCDCFS criteria for reasonable and developmentally appropriate transportation.
- d. In an Alternative Transportation Plan, the District of Origin will always be responsible, at a minimum, per the definitions below in Sections 11e and 11f, for the baseline cost equal to the average district per pupil annual cost for a regular education student per the district's state T-2 report from the previous fiscal year, which costs will be set forth in a Schedule ("Annual District Per Pupil Baseline Cost"). If a district does not have a calculated per pupil average, the average state per pupil annual cost will be used. This Schedule will be updated annually. This will be the expectation even in any future cost-sharing arrangements developed between the Participating Districts and CCDCFS.

- e. For a regular education student, the “Additional Cost” for an Alternative Transportation Plan is the difference between the district’s Annual Per Pupil Baseline Cost as defined above and the cost of transporting a child in foster care to his or her School of Origin in the Alternative Transportation Plan.
- f. For a special education student that is eligible to receive transportation services as indicated on an IEP, “Additional Costs” are defined as those in excess of the cost of special education transportation that the district would incur should the student not be placed in foster care.

12. When funding the Additional Costs in an Alternative Transportation Plan cannot be covered by the Participating School District’s entitlement funding, the District of Origin and CCDCFS will share the Additional Cost, with each party contributing fifty percent (50%) of the Additional Costs, subject to a Total Aggregate Maximum Contribution from CCDCFS of \$50,250 (the “CCDCFS Maximum Contribution”) paid under this agreement. The Participating School Districts understand that should the Additional Costs reach the CCDCFS Maximum Contribution during the term of the Agreement, Participating school districts shall be responsible for one hundred percent (100%) of the remaining Additional Costs. The Participating School Districts will provide CCDCFS with an annual invoice, indicating the total Additional Costs incurred for the Transportation Plan for each student. Such invoices shall be directed to CCDCFS at the following address:

Cuyahoga County Division of Children and Family Services
Attention: Audrey Beasley, Business Services Manager
3955 Euclid Avenue
Cleveland, Ohio 44115

Invoices shall include financial documentation which provides evidence of costs incurred, such as invoices, receipts and other financial documents as may be requested by CCDCFS. The CCDCFS Maximum Contribution shall be distributed to Participating School Districts, as specified below:

School District	Distribution:
Euclid City School District	\$9,750.00
Parma City School District	\$9,000.00
Cleveland Heights-University Heights City School District	\$6,000.00
Bedford City School District	\$4,500.00
Mayfield City School District	\$3,000.00
Lakewood City School District	\$3,000.00
Maple Heights City School District	\$3,000.00
Berea City School District	\$3,000.00
Solon City School District	\$1,500.00
Shaker Heights City School District	\$1,500.00
North Olmstead City School District	\$1,500.00
South Euclid-Lyndhurst City School District	\$1,500.00
Other School Districts, Not Specifically	\$3,000.00 to be allocated to Participating

Named in this chart	School District invoice that is received by CCDCFS first in time, until distribution is exhausted.
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13. This section constitutes the entire and exclusive agreement between the parties with respect to sharing of costs associated with the transportation of children in CCDCFS custody. The parties agree that any other terms or conditions included in any forms utilized or exchanged by the parties shall not be incorporated herein or be binding, unless expressly agreed upon in writing by authorized representatives of the parties. The Authorized Representative for Cuyahoga County is the County Executive.
14. If a District of Origin and CCDCFS cannot resolve a dispute about transportation planning, the District of Origin must provide and arrange the transportation for the child until a permanent transportation arrangement can be agreed upon.
15. Transportation will be provided through some arrangement(s) for the duration of the child's time in foster care as long as it continues to be in the child's best interest to remain in the School of Origin.
 - a. If the child exits foster care before the end of a school year, enrollment in the District of Origin and the transportation arrangement may be maintained, when possible, in collaboration with the District of Residency, through the end of the quarter/semester/school year in order to maintain the child's educational stability.

District of Financial Responsibility

16. The District of Financial responsibility will be the one **defined by Ohio law (RC 3313.64 (C) and 3323.01 (L))**, which is defined differently for students in regular education and special education. The definitions in precedence order are listed below. If a district disputes the **determination of the legal district of residency, it can appeal to Ohio's superintendent of public instruction.**
 - a. Regular Education
 - i. Defined by Court Order
 - ii. Defined as where the **residential custodial** parent was living when custody was removed **or custody was awarded**
 - iii. If parent residency is unknown, where the child was living when custody was removed **or custody was awarded**
 - b. Special Education
 - i. Defined by Court Order
 - ii. Defined as where parent is currently living
 - iii. If parent residency is unknown **or parent is deceased**, where the parent was last known to have resided

17. If the child's School of Origin at any given time is not the same as District of Financial Responsibility, the School of Origin can **file to collect tuition through the SF-14, 14H process from** the District of Financial Responsibility for the costs of educating the student in foster care **followed by filing an application to be reimbursed for excess costs if the child requires special education.**

Ongoing Communication

18. CCDCFS will provide all District POCs where a child is enrolled with notice in writing of any changes in the CCDCFS worker of record on a quarterly basis.
19. The District of Origin will maintain local records with notification updates from CCDCFS in a manner consistent with ODE requirements, when received, and FERPA regulations.
20. CCDCFS will invite the District POC to all education related meetings pertaining to a child enrolled in their district, as appropriate to the nature of the meeting.
 - a. The District POC has the right to designate additional school district staff to these meetings.
21. The School of Origin will invite the Foster Parent and CCDCFS caseworker, when known, to all school meetings regarding the child in custody, including but not limited to IEP reviews, ETR planning and review, 504 planning and review meetings and other intervention meetings.
 - a. The Foster Parent has the right to invite the child's CCDCFS caseworker.
 - b. An Educational Decision Maker as defined by the Ohio Operating Standards for Students with Disabilities must also be included in school meetings regarding the child in custody.
22. The School of Origin will provide notification to a foster parent, the CCDCFS POC and the CCDCFS caseworker, when known, with a notice of intent to suspend and notice of suspension issued for a child in the custody of CCDCFS.
23. The School of Origin will provide notification to a foster parent, the CCDCFS POC and the CCDCFS caseworker, when known, with a notice of proposed expulsion and proposed hearing date of a child in the custody of CCDCFS.
24. On a quarterly basis, CCDCFS will notify all District of Origin POCs of any children enrolled in that district who have exited CCDCFS custody.
25. Upon any notice of termination of CCDCFS custody, the District of Origin where a child is enrolled will immediately update the child's foster care status in the student database when informed by ODE on how to do so and any District/School of Origin locally determined procedure for tracking notifications of changes in placement.
26. If, upon termination of CCDCFS custody, a student continues to reside outside the residency area of the District of Origin, that District of Origin and the District of Residence have the option, but not the requirement, to collaborate to maintain the student's enrollment in and/or transportation to the District of Origin for the remainder of the school year per their board policy.

Definitions

The definitions of Additional Costs, Best Interest Determination and District/School of Origin are adopted from the November 2016 guidance document entitled, "Ensuring Educational Stability for

Children in Foster Care in Ohio,” as prepared by the Ohio Department of Education and Ohio Department of Job and Family Services.

Additional Costs – The additional transportation costs needed to transport a student in foster care to their School of Origin from a different District of Residence. For regular education students, Additional Costs are calculated by subtracting the district’s Baseline Costs from the Total Cost of Transportation. For special education students, Additional Costs are the costs in excess of the special education transportation costs that the district would incur should the student not be placed in foster care.

Alternative Transportation Plan – Any plan developed for providing transportation for a student in foster care that is not integrated into existing district procedures and/or incurs Additional Costs.

Baseline Cost – The initial transportation cost for which a district is responsible before splitting Additional Costs with DCFS. The Baseline Cost is a district’s average annual per pupil transportation cost for a regular education student as reported on the district’s T-2 report from the previous fiscal year. If a district does not have an average annual per pupil cost, the state’s average annual per pupil cost for a regular education student should be used.

Best Interest Determination – The determination of the school placement in the best interest of the student in foster care as supported in the Ohio Model Best Interest Determination Form.

District of Origin – The district in which a student in foster care is enrolled at the time of placement into foster care or a change in foster care placement. Synonymous with School of Origin definition for purposes of ESSA, but used at times instead of School of Origin within the agreement to delineate a district-level decision or responsibility versus a school building level decision or responsibility.

District of Placement – The district in whose attendance area in which a student in foster care is placed.

District of Financial Responsibility – The district defined by Ohio law (RC 3313.64 (C) and 3323.01 (L)) and to where state payments and reimbursements for education are sent.

Educational Decision Maker – A person or persons that meet the definition of Parent per Ohio’s Operating Standards for the Education of Students with Disabilities.

School of Origin – The school in which a student in foster care is enrolled at the time of placement into foster care or a change in foster care placement.

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Signature Page

PARTICIPATING SCHOOL DISTRICT

BY: _____

PRINTED NAME: _____

DATE: _____