

## **AGR 6 Butte County SELPA – Homeless and Foster Youth Services**

### **BUTTE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA Agreement Regarding the Provision of Service to Special Education Students Who Are Homeless or Living in Licensed Children’s Institutions or Foster Family Homes**

#### **Intent**

The intent of this agreement is to provide consistency and continuity in the provision of service to special education students who are homeless or living in Licensed Children’s Institutions (LCI) or Foster Family Homes (FFH) in Butte County.

#### **Services for Homeless Students**

Homeless definition – The term homeless means students who lack a fixed, regular, and adequate nighttime residence and includes:

- Children who are sharing the housing of other persons due to loss of housing, economic hardship or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement or in temporary foster care awaiting long term placement;
- Children who have a primary nighttime residence that is a public or private place not ordinarily used as a regular sleeping accommodation for human beings;
- Children who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- Migratory children, as defined in section 1309 of the Elementary and Secondary Education Act of 1965, who are living in circumstances described above.
- School of origin means the school that the child attended when permanently housed or the school in which the child last enrolled;

District of Origin – For homeless students, the term “district of origin” means the local educational agency in which school of origin is located;

#### Placement/Services -

Participating LEAs agree to the following conditions for students who become homeless during the school year:

1. The student has the right to attend their school of origin or enroll in the district where the student resides;
2. If the student chooses to remain in the school placement provided by the “school of origin”, the student may remain there for the duration of the homelessness (or the academic year, if the child becomes permanently housed during an academic year). If the annual review comes due during this time period, the “district of origin” will schedule the IEP meeting and continue to offer the school placement for the duration of the homelessness (or the academic year, if the child becomes permanently housed during an academic year), so long as the IEP team determines this placement will provide student with a free appropriate public education in the least restrictive environment.

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3. If the student chooses to enroll in the district where the student is residing, the district of residence is responsible for FAPE and all associated costs related to the student’s placement, unless otherwise stated by this agreement.

Transportation – If the homeless child continues to live in the area served by the district in which the school of origin is located (“district of origin”), the child’s transportation to and from the school of origin shall be provided or arranged by the district of origin. If the homeless child’s living arrangement within the district of origin terminates, or the child, though continuing his or her education in the school of origin, begins living in an area served by another district (“district of residence”), the district of origin and the district of residence will share equally in the costs of providing transportation for the duration of the homelessness, or for the remainder of the academic year, if the child becomes permanently housed during an academic year.

Change in Status- Section applies unless otherwise specified by this agreement. Primary responsibility for the student will change from the “district of origin” to the district where the student resides, “district of residence”:

- Whenever a student referred to in this agreement requests a change in the school placement out of the “district of origin” to the “district of residence”; OR
- Once permanently housed the “district of residence” becomes responsible.

**Services for Students in Foster Care**

Definitions-

*Licensed Children’s Institution* – A LCI means a licensed residential facility (group home) to provide 24 hour non-medical care to children.

*Foster Family Home* – FFH means a licensed family residence to provide 24 hour non-medical care for a maximum of 6 children.

*School Year* – for the purpose of this agreement, the school year is defined as the period from the first regularly scheduled day of school after the close of one school year until the end of that school year, including the extended school year period.

School of Origin- For foster youth, the term “school of origin” means:

- School the student last attended
- School the student attended when last permanently housed (before detention)
- Any school the student attended in the prior 15 months to which he or she feels connected *and*
- School of origin continues through matriculation to the junior and high schools within the district of origin.

If the school the child attended when permanently housed is different from the school in which the foster child was last enrolled, or if there is some other school that the foster

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child attended with which the foster child is connected, the liaison/district representative, 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 district that shall be deemed the "district of origin". The effective date for determination of "district of origin" for LCI and FFH children is January 1, 2004.

*Note: According to E.C. 48853.5(c), the "role of the educational liaison is advisory with respect to placement decisions and determination of school of origin."*

Placement/ Services -

Participating LEAs agree to the following conditions for students who are placed in LCI/ FFHs during the school year:

1. The student has the right to continue in the school placement provided by the "school of origin" (even if the placement is in a non-public school) or enroll in the district where the student is residing.
2. If the student chooses to remain in the placement provided by the "school of origin", and resides within the district where the "school of origin" exists (district of residence) the student may remain in the placement for the duration of his or her time in foster care. If the annual review comes due during this time period, the "school of origin" will schedule the IEP meeting and continue to offer the placement for the duration of the student's time in foster care. The "school of origin" is responsible for all costs, related to the school placement during this time period.
3. If the student chooses to remain in the "school of origin" but resides within a different district ("district of residence"), the district of residence will remain ultimately responsible to ensure the student receives FAPE. The district of residence may satisfy this obligation by contracting with the LEA in which the school of origin is located for the provision of special education and related services to the student.

Transportation-

If the IEP team determines transportation is necessary as a related service, the LEA responsible for the provision of FAPE, as defined in Section B above, is responsible for the provision of transportation pursuant to the students IEP, unless it crosses district boundaries, in which case the district of residence and the district in which the school of origin is located (if different) will share cost equally.

If a student residing in a FFH chooses to remain in the placement provided by the "school of origin", the local Child Welfare Agency will reimburse the caregiver for mileage in accordance with federal and state regulations.

If a student residing in a LCI (group home) or FFH (foster family home) chooses to remain in the placement provided by the "school of origin", the cost of transportation to

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and from the school of origin is an allowable foster care maintenance cost that may be reimbursed to the foster parents of caregivers by the social services agency.

*\* Transportation for students residing in LCIs and FFHs is subject to further legal clarification of WIC and EC Sections affected by AB 490, AB 1933, and AB 1573.*

Change in Status -

Primary responsibility for the student will change from the “school of origin” to the district where the student resides:

- Whenever a student referred to in this agreement requests a change in the placement out of the “school of origin”; OR
- Upon closure of the foster care case as defined earlier in this agreement.

**Enrollment Disputes**

If a dispute arises over enrollment or placement, the student will immediately be admitted or continued in the program where enrollment is sought. In the case of a non-public school placement, the LEA that initially placed student with/in Non Public School pursuant to the IEP process will continue to provide the placement until the dispute is resolved. Disputes will be resolved through the SELPA dispute resolution process and with input from the county homeless and foster care liaisons.

Approved: 2/18/04: Revised: 2/28/17