



INTERAGENCY
AND
COMMUNITY AGREEMENT

For the coordination and tracking of
County compliance with the

2001 MCKINNEY-VENTO HOMELESS EDUCATION ASSISTANCE
IMPROVEMENTS ACT

and the

2004 CALIFORNIA ASSEMBLY BILL – AB 490

as it relates to foster youth residing in

San Francisco County

AUGUST 22, 2008
SIGNATURE COPY

Legislative Intent

McKinney-Vento Homeless Assistance Act, Subtitle VII-B

Reauthorized by the No Child Left Behind Act of 2001 and Filed into Federal law January 2002

“...each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education...”

“Homeless children and youths shall have access to the education and other services that such children and youths need to ensure that such children and youths have an opportunity to meet the same challenging State student academic achievement standards to which all students are held.”



AB 490 – State of California Assembly Bill

Filed into State law October 12, 2003

“Pupils in foster care and those who are homeless, as defined by specified federal law (*McKinney-Vento*), have a meaningful opportunity to meet the academic achievement standards to which all pupils are held, are placed in the least restrictive educational programs, and have access to academic resources, services, extracurricular and enrichment activities as all other pupils.” AB 490 Legislative Counsel's Digest (2)

“In fulfilling their responsibilities to pupils in foster care, educators, county placing agencies, care providers, advocates, and the juvenile courts shall work together to maintain stable school placements...” AB 490 Sec. 15, 16000(b)

ACKNOWLEDGEMENT

Adapted with permission from “San Luis Obispo County Interagency and Community Agreement,”
San Luis Obispo County Office of Education Foster Youth Services Program

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SFUSD -----	-----
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INTERAGENCY AGREEMENT

This Agreement for The Coordination and Tracking of County Compliance with the McKinney-Vento Homeless Assistance Act of 2001 and the California Assembly Bill 490, as they relate to foster youth in San Francisco County, is entered into this 20th day of May with

The San Francisco County Unified Family Court

And

Placing agencies, which include;

- San Francisco County Department of Human Services (SF-HSA)
- San Francisco County Probation Department (JPD)

And

The San Francisco Unified School District, herein called “SFUSD”, which include;

- SFUSD/School Health Programs Department Foster Youth Services Program (FYSP)
- SFUSD Pupil Services
- SFUSD Educational Placement Center
- SFUSD Transportation Department
- San Francisco County Court and Community Schools
- Special Education Local Plan Area (SELPA)

And

Community Partners, which include:

- Court Appointed Special Advocates (CASA)
- Honoring Emancipated Youth
- San Francisco Independent Living Skills Program (SF-ILSP)

And

Care Providers, which include;

- Alfa Homes
- Burrell Place, Inc.
- Carpenter’s Group Home for Girls, Inc.
- F.D. Homes
- San Francisco Boys and Girls Home
- Seneca Center
- The Loft
- Alternative Family Services
- Burt Children’s Center
- Edgewood Center for Children and Families
- Hickman Home for Children
- MAC’s Children and Family Services
- Walden House
- Young Ideas Community Home

All parties listed above are collectively referred to as “Participant” or “Participants”.

These Participants agree to collaborate and cooperate together for the educational benefit of foster youth in San Francisco County. Additional supporters and contributors the AB490 Interagency and Community Agreement include:

- Community Behavioral Health Services
- Legal Services for Children
- San Francisco Department of Public Health

SCOPE OF AGREEMENT

The Participants have mutually agreed to develop a plan for the purpose of providing improved educational outcomes for students in foster care. The Participants will work together to ensure students' health and educational records are current and accurate, that transfer of records occurs in a timely manner, that disputes regarding school placement and school of origin are resolved promptly, and that students in foster care are educated in an appropriate educational placement in the least restrictive environment. (EC 48850 & 49069.5, Gov. Code 7579.1)

APPLICABILITY

Youth ages 3-21, who are in Foster Care and reside in San Francisco County.

DELINEATION OF RESPONSIBILITIES

A. Responsibility of the San Francisco Unified School District (SFUSD)

1. Educational decisions will be made in the best interest of foster youth. EC 48850(a)
2. SFUSD, SF-HSA and JPD will collaborate to ensure maximum utilization of available federal moneys, explore public-private partnerships, and access any other funding sources to promote the well-being of foster children through educational stability. EC 48853.5(d)(6)
3. Foster youth will be allowed immediate enrollment following a change in schools without regard to proof of residency, immunizations, academic or medical records, school uniforms or other documentation. EC 48853.5(d)(B)
4. SFUSD will appoint an AB490 Liaison for the district. AB 490 Sec. 4 & EC 48853.5(b)
5. SFUSD will notify the FYS Coordinator of any changes in staffing of the AB490 Liaison. The FYS Coordinator will notify the SF-HSA/SFUSD Educational Liaison of any changes in staffing of the AB490 Liaison.
6. AB490 Liaison will participate as needed, in an advisory role, in educational placement decisions in consultation with the youth and the person holding educational rights. AB 490 & EC 48850(b), 48853.5(c)
7. AB490 Liaison will ensure and facilitate proper school placement, enrollment, and checkout from school as needed.
8. If the AB490 Liaison wishes to recommend that a youth not continue in the school of origin for the remainder of the school year, he/she must provide the youth, person holding the educational rights, FYS Coordinator and San Francisco Human Services Agency (SF-HSA)/SFUSD Educational Liaison with a written explanation stating the basis for the decision. AB490 Sec. 4 & EC 48853.5 (d)(3)
9. If a dispute arises regarding whether the youth can remain in the school of origin, the AB490 Liaison will ensure that the youth is allowed to remain in his/her school of origin until the dispute is resolved. AB 490 Sec. 2 & EC 48853(c)
10. If unable to resolve an AB490 related dispute within two work days, the AB490 Liaison will contact the SFUSD Foster Youth Services Coordinator to convene a Resolution Council for immediate resolution (see Attachment F).

- Alternatively, the attorney or person holding educational rights may request a court hearing regarding the review of proposed removal from school of origin or appointment of educational representative. A hearing will be held no later than seven (7) calendar days after form JV-539 was filed. 5.651(e)(2)(A)(B)
11. AB490 Liaison will set up procedures for identifying foster youth at enrollment and provide the FYS Coordinator an end of the year annual enumeration of foster youth enrolling in SFUSD.
 12. The AB490 Liaison will share quarterly educational and demographic data on foster youth with the FYS Coordinator to better identify educational needs and prioritize interventions. WIC 16000(b), EC 42921
 13. School Counselors will award credit to foster youth for full and partial coursework satisfactorily completed while attending another public school, juvenile court school, or nonpublic, nonsectarian school. Best efforts shall be made to allow students to obtain full credit by aligning partial credits towards required academic coursework. AB 490 Sec. 1 and EC 48645.5
 14. Upon notification from the Juvenile Court requesting the appointment of a designated surrogate parent, SFUSD's Surrogate Parent Coordinator shall make reasonable efforts to ensure the appointment of a surrogate parent in no more than 30 days. GC 7579.5 (a) If a surrogate parent is not appointed within thirty (30) days of receipt of the JV-535, within the next seven (7) calendar days the SFUSD's Surrogate Parent Coordinator must notify the court on form JV-536 of the following:
 1. Its inability to appoint a surrogate parent and
 2. Its continuing reasonable efforts to assign a surrogate parent
 15. If the surrogate parent resigns or is terminated, the SFUSD Educational Surrogate Coordinator will notify the court and the child's attorney on form JV-536 within seven (7) calendar days. The child's attorney may request a hearing for appointment of a new educational representative utilizing JV-539. If requested the hearing must be set within four-teen (14) days of receipt of the JV-539.
 16. Upon learning that a youth will be transferring from SFUSD to a new district, the Foster Youth Services Coordinator where the youth currently resides will immediately, in a time period not to exceed 2 work days, contact their counterpart in the new district to coordinate transfer. AB490 Sec. 4 & EC 48853.5(b)(2)
 17. Foster Youth Services Coordinator will assist in ensuring a youth's academic records are transferred within 2 days of receiving a school change notification. AB490 Sec. 48853(b)(2); 49069.5(d)
 - a. Immunization Records
 - b. Official Transcript or Report Card
 - c. Attendance Record
 - d. Test Scores
 - e. Full or partial credits earned
 - f. Current IEP and psychological Report (if applicable)
 - g. Section 504 Accommodation Plan (if applicable)
 - h. Official Expulsion Letters (if applicable)
 18. The Foster Youth Services Coordinator will coordinate with appropriate parties to ensure that a foster youth's grades are not lowered due to absences caused by placement changes, attendance at a court hearing, or other court ordered activities. EC49069.5(g-h)

19. SFUSD will provide SF-HSA and Juvenile Probation Department (JPD) staff access to foster youth's school records pursuant to court order without parental consent. School records obtained by SF-HSA and JPD will be used for the sole purpose of: EC 49076.(a)(11); WIC 16010
 - a. Compiling the youth's health and education summary
 - b. Fulfilling educational case management responsibilities
 - c. Assisting with the school transfer or enrollment of the pupil

B. Responsibility of the SFUSD - Foster Youth Services (FYS) Coordinator

1. The FYS Coordinator has the responsibility to be a conduit of information between the AB490 Liaison, SF-HSA/SFUSD Educational Liaison and SFUSD.
2. The FYS Coordinator will maintain and provide to SF-HSA and JPD up to date contact information for the SFUSD AB490 Liaison and Out of County AB490 Liaisons and FYS Coordinators.
3. The FYS Coordinator will keep an up to date list of contact information for individuals involved in this agreement.
4. The FYS Coordinator will schedule and inform participants of the FYS AB490 Subcommittee monthly meetings during the six (6) month implementation period and for each subsequent meeting.
5. The FYS Coordinator will be responsible for creating an agenda for all Foster Youth Services (FYS) AB490 Subcommittee meetings, maintaining minutes and tracking action items created during the meeting.
6. The FYS Coordinator will track outcomes and take a lead role in collecting and assimilating the information required in State reports regarding compliance with the McKinney-Vento Homeless Assistance Act and AB490 as it relates to foster youth.
7. The FYS Coordinator will monitor and track changes in laws, regulations and legislation that impact this agreement and provide the Foster Youth Services Steering Committee with this updated information.
8. The FYS Coordinator, in conjunction with the Foster Youth Services Steering Committee, will facilitate coordination of training relative to this agreement.
9. The FYS Coordinator will be the point of contact for all Participants for the Foster Youth Steering Committee and for the Resolution Council.
10. Immediately upon request, the FYS Coordinator, in conjunction with the resolution protocols created in this agreement, will contact Resolution Council members and make all necessary arrangements to convene a meeting.
11. The FYS Coordinator will be a standing member of the Resolution Council.
12. The FYS Coordinator will maintain the FYS Census, an updated and confidential list of foster youth within SFUSD.
13. The FYS Coordinator will distribute a quarterly school specific FYS Census to site administrators and SFUSD student support services staff to target youth for services.
14. The Foster Youth Services Coordinator will in-service staff within the district on issues and procedures related to foster youth.
15. The Foster Youth Services Coordinator will gather educational and demographic information to identify educational need and prioritize

interventions in conjunction with the Foster Youth Steering Committee. (WIC 1600, EC 42921)

16. When possible and appropriate, the Foster Youth Services Coordinator will advocate for and support the recruitment of potential foster parents within SFUSD.

C. Responsibility of the Placing Agencies

1. SF-HSA and JPD staff will make placement decisions in the best interest of youth and attempt, in all situations when appropriate, to allow the youth to remain in the same school. (Refer to Attachment B) WIC 16501.1(c)(1)
2. SFUSD, SF-HSA and JPD will collaborate to ensure maximum utilization of available federal moneys, explore public-private partnerships, and access any other funding sources to promote the well-being of foster children through educational stability. EC 48853.5(d)
3. At any placement change (including detention), San Francisco Human Services Agency (SF-HSA) and Juvenile Probation Department (JPD) will ascertain the following information to ensure prompt collection and transfer of school records:
 - a. Who has the right to make educational decisions
 - b. The last school of record
 - c. The school that the youth wants to attend
 - d. The school the parent or person holding education rights wishes the youth to attend
 - e. Grade level
 - f. Special Education status
4. Upon placement of a youth in a foster home or group home, SF-HSA and JPD staff will provide information regarding the educational placement to the caregiver/foster parent and the names of the AB490 Liaison, SF-HSA/SFUSD Educational Liaison, and Foster Youth Services Coordinator for assistance with activities supporting educational stability.
5. Placing Agency staff will notify the court, child's attorney, holder of educational rights and Foster Youth Services Program within 24 hours of the determination that the proposed placement or change of placement would result in a removal from the school of origin. If the child has a disability and an active IEP, SF-HSA and JPD staff will notify the prior and receiving Local Education Area at least ten (10) days prior to move. If the child's attorney or educational rights holder disagrees with the proposed removal from the school of origin, they may file form JV-539 for a juvenile court hearing. The youth is allowed to remain in his/her school of origin until the dispute is resolved. EC 49069.5(c), 5.651(e)(2)(A)(B), EC 48853 (c)
6. When form JV-539 is filed disputing the proposed removal from the school of origin, the placing agency has the responsibility to complete a report, within two (2) days of the filing of JV-539, including:
 - a. Whether the AB490 Liaison:
 - i. Consulted with the holder of educational rights and child before recommending the school of origin rights be waived
 - ii. Provided a written explanation stating the basis for the recommendation

- b. If the child has been allowed to continue his or her education in the school of origin for the duration of the academic school year ^{5.651(e)(4)(B)}
 - c. If the child has been afforded the right to remain in the school of origin pending any dispute about the proposed removal
 - d. Compliance with the information sharing and other AB 490 requirements.
 - e. How the proposed change serves the best interest of the child
 - f. Responses from specified persons
 - g. A statement from the social worker or probation officer
- 7. SF-HSA and JPD will ensure that the school district's emergency card is kept up to date with information on who can pick the youth up from school, name of child welfare worker and/or juvenile probation officer, and will notify the school of any safety concerns.
- 8. If SF-HSA and JPD staff suspect that the foster youth may require special education services, within two (2) business days, they will request a meeting with the school to discuss the educational concerns, review the child's educational records, and plan appropriate next steps based on the needs of the child via an SST meeting. A request for an assessment can be made at anytime.
- 9. If requested by SFUSD, SF-HSA and JPD staff will assist in obtaining the signature of the legally authorized person on special education authorization forms; including Special Education Services Assessment Plan, AB3632 Referral Consent, and AB3632 Assessment Plan.
- 10. School records obtained by SF-HSA and JPD will be used for the sole purpose of: EC 49076.(a)(11); WIC 16010
 - a. Compiling the youth's health and education summary
 - b. Fulfilling educational case management responsibilities
 - c. Assisting with the school transfer or enrollment of the pupil
- 11. If AB490 disputes occur (i.e. arising out of this Interagency Agreement), SF-HSA and JPD staff, with the assistance of their supervisor, will work with all involved Participant(s) to resolve.
- 12. If unable to resolve a dispute within 2 work days, Placing Agency staff will request a Resolution Council meeting by contacting the Foster Youth Services Coordinator.
- 13. SF-HSA and JPD staff will ensure that school site staff are invited to any Team Decision-Making (TDM) or Multi-Disciplinary Team (MDT) meetings scheduled and/or provided information on the outcome of the meeting as it relates to their districts foster youth.
- 14. SF-HSA and JPD will provide, at minimum, quarterly updates on all new home placements or change of home placements to the Foster Youth Services Coordinator for maintenance of the FYS Census.
- 15. As requested, SF-HSA and JPD staff will provide AB490 Liaison, FYS Coordinator, or SFUSD personnel the foster youth's home placement information, court appointments, logistical difficulties and special needs.
- 16. SF-HSA/SFUSD Education Liaison will ensure SF-HSA staff are provided with an up to date list of out-of-county Foster Youth Services (FYS) Coordinators and AB490 Liaisons for improved communication with out-of-county school districts.

17. SF-HSA and JPD will encourage the holder of educational rights to utilize the JV-537, Educational Representative or Surrogate Parent Information form, to report to the court about the educational needs of the child at each court hearing.
18. Before each periodic status review hearing, the assigned SF-HSA or JPD staff must obtain and include in the reports prepared for the hearing all information necessary to maintain the accuracy of form JV-225. SF-HSA and JPD will assist parent(s) or guardian(s) in completing form JV-225 as needed. 5.668(c)

D. Responsibility of the Juvenile Court

1. Juvenile Court Judges, at all hearings, including detention, disposition and review hearings, will consider the child's educational needs and will regularly make inquires of San Francisco-Human Services Agency (SF-HSA) and Juvenile Probation Department (JPD) to ensure that the educational rights of foster youth are investigated, reported and monitored.
2. In determining the most appropriate court action on behalf of a youth, the Juvenile Court will take into consideration the current educational placement of the child and the impact of any decision on that educational placement.
3. Juvenile Court shares responsibility with other Participants to work together to ensure that foster youth achieve educational success.
4. At the same time that a court order is made to detain a youth in custody, or anytime thereafter, the Juvenile Court may also issue an ORDER TO LIMIT THE PARENT'S RIGHT TO MAKE EDUCATIONAL DECISIONS FOR THE CHILD AND APPOINT A RESPONSIBLE ADULT AS EDUCATIONAL REPRESENTATIVE utilizing the JV-535.
5. If the Juvenile Court is unable to determine an appropriate responsible adult, the Juvenile Court will send a request to SFUSD Educational Surrogate Coordinator, no later than seven (7) calendar days after the date of the court's order, to make that decision for students receiving special education services, utilizing the JV-535 and JV536 forms.
6. The Juvenile Court will instruct SF-HSA and JPD to serve the JV-535 and completed JV-536, once educational rights have been limited by court order, to SFUSD, the appropriate Placing Agency (SF-HSA or JPD), child/youth's attorney and CASA, if assigned.
7. If Juvenile Court has requested that SFUSD designate an educational surrogate, Juvenile Court, will instruct SF-HSA and JPD to serve a copy of the JV-535, to the SFUSD Educational Surrogate Coordinator upon issuance of the JV-535.
8. Juvenile Court Judges will require SF-HSA dependency review court reports to include:
 - a. Address the youth's educational entitlements and how those entitlements are being satisfied;
 - b. Obtain information to assist the court in deciding whether the parent/guardian's educational rights should be limited; and
 - c. Provide information regarding whether the school has met its obligation to provide educational services to the youth.

9. At the JV-539 requested hearing, the court will determine whether the proposed placement meets legal requirements, the actions necessary to ensure the child's educational and disability rights and consider the following:
 - d. If the educational rights holder believes that remaining in the school of origin is in the child's best interest 5.651(f)(2)(A)
 - e. How the proposed change will affect the stability of child's school placement and access to resources 5.651(f)(2)(C)
 - f. If the proposed school would allow placement in the least restrictive educational program 5.651 (f)(2)(C)
 - g. If the child has the educational supports necessary to meet state academic standards 5.651(f)(2)(D)

E. Responsibility of the Care Providers and Community Partners

Community Partners and Care Providers will work with San Francisco Human Services Agency (SF-HSA) and Juvenile Probation Department (JPD) to ensure foster youth are able to maintain stable school placements per the following provisions of AB490:

1. When foster youth are placed in a new home placement, Care Providers will take appropriate steps to ensure the immediate enrollment of foster youth in school. Community Partners will assist as necessary.
2. Care Providers will ensure prompt communication to SF-HSA and/or JPD, including foster youth's:
 - a. School of Attendance
 - b. Grade Level
 - c. Special education status and concerns, including need for assessment
 - d. Scheduled school meetings (Individualized Educational Plan (IEP), Student Study Team (SST), Parent/Teacher Conferences)
 - e. Grades (progress reports and report cards)
 - f. The event that a student's attendance has been or will be interrupted, including court related absences, illness, suspension, expulsion and truancy.
 Community Partners will assist as necessary.
3. Care Providers will ensure prompt communication to student's school of attendance, including:
 - a. Changes to Emergency Card including emergency contact information, medical information, county social worker, and educational surrogate if applicable.
 - b. Notification of school or home placement change
 - c. The event that a student's attendance has been or will be interrupted, including court related absences, changes in home placement.
 - d. Special Education status and concerns, including needs for assessment.
 - e. Response to Student Attendance Review Team (SART) letters and SST and IEP meeting requests
 Community Partners will assist as necessary.

4. Community Partners and Care Providers will ensure that youth placed in their care will have knowledge and access to available academic resources, services, extracurricular and enrichment activities. AB490 Sec. 3; EC 48850(a); 48853(g)
5. Transportation will be provided by Care Providers as agreed upon by Placing Agencies and Care Providers at the time of home placement. If circumstances change, both Placing Agencies and Care Providers will collaborate to ensure that provisions of AB490 are followed and that transportation does not hinder stable school placement.
6. Community Partners and Care Providers will work with Placing Agencies and San Francisco Unified School District (SFUSD) to help identify the holders of educational rights for foster youth. If necessary, Community Partners and Care Providers will help identify appropriate individuals to serve as responsible adults/educational surrogates for foster youth.
7. If allowed by the court, the holder of educational rights may attend and participate in hearings and mediation as they affect the child's education, including all regularly scheduled juvenile hearings, joint assessment hearings, and joinder proceedings. Form JV 537 may be used to explain the child's educational needs.

F. Youth in Emergency Placement Care

Youth placed in emergency care generally have intense and immediate needs that impact school placement. They often pose significant challenges for Placing Agencies and school districts, particularly when youth change school districts and require transportation to their school of origin.

1. SF-HSA and JPD shall notify the Foster Youth Services (FYS) Coordinator within 24 hours of a foster youth being placed in emergency placement if transportation is being requested.
2. The FYS Coordinator will notify the district of origin Homeless Liaison to coordinate transportation services.
3. If the child is placed in an emergency placement in a district other than the school of origin, the district of origin Homeless Liaison will initiate action by contacting the district of residence Homeless Liaison. The district of residence and the district of origin will collaborate to provide transportation as needed.
4. When a child is placed in an emergency placement within the same school district, transportation to the school of origin is the sole responsibility of that district.
5. After 30 consecutive calendar days of an emergency placement, the school district is no longer required to provide transportation to the school of origin but will work in collaboration with Placing Agencies, Community Partners, and Care Providers to secure on-going school transportation. On-going school transportation considerations shall be determined prior to the end of the 30 day emergency placement.

PERIOD OF AGREEMENT

This agreement will be effective beginning on August 25, 2008, and shall be reviewed annually at the September Foster Youth Services Steering Committee meeting for modifications and legal compliance.

PERIOD OF IMPLEMENTATION

The first six (6) calendar months, excluding July - Aug, following the signing of this agreement will be deemed an implementation period. During the implementation period, the Foster Youth Services AB490 Subcommittee will meet monthly, as needed, to evaluate the establishment of practices by Participants in support of the Agreement. The Foster Youth Services AB490 Subcommittee is authorized by all Participants to be a forum for informal resolution, problem-solving and to approve recommendations for minor procedural adjustments.

FOSTER YOUTH SERVICES AB490 SUBCOMMITTEE

Minor procedural adjustments, as necessitated throughout the implementation period and the term of this agreement, will be resolved through the Foster Youth Services Steering Committee's AB490 Subcommittee. All Participants are permitted to have a representative on the committee.

Minor procedural adjustments do not include the resolution of specific issues involving individual youth (refer to resolution of disputes). Minor procedural adjustments within departments, agencies or organization that do not impact the outcomes of this agreement may be made without consultation or resolution through the Foster Youth Services AB490 subcommittee.

The Foster Youth Services AB490 Subcommittee will maintain a sub-group, the Resolution Council, for the purposes of assisting Participants in resolving conflict relative to this agreement.

CONFIDENTIALITY

All Participants will allow for the release of information between each other for the sole purpose of meeting the educational needs of foster youth and shall not share with others or use for any other purpose. All Participants will ensure that records pertaining to foster youth will only be accessible to individuals directly involved in securing services and educational arrangements. All Participants will sign an Oath of Confidentiality, as an attachment to this agreement, which defines appropriate and authorized use of information.

OWNERSHIP OF RECORDS

All Participants retain ownership of any records that they maintain or produce. Reports created utilizing data from individual Participant records, which are utilized to validate achieved San Francisco County outcomes, will be the joint ownership of all Participants.

FINANCIAL IMPLICATIONS

All Participants agree to work together to maximize funding, whenever possible, and if disputes arise involving the funding of services to foster youth, agencies will seek to quickly resolve disputes using the process outlined below.

RESOLUTION OF AB490 STUDENT PLACEMENT (M-V Homeless Asst. Act, Subtitle VII-B, Sec. 722(g)(1)(C),

In an effort to ensure that educational activities for foster youth are not negatively impacted by disputes among Participants, all Participants agree to actively engage in the resolution of disputes.

In the event that a dispute cannot be resolved within 2-5 work days, the issue will be brought forward to the Resolution Council, a sub-group of the Foster Youth Services AB490 Subcommittee. All Participants agree to abide by the unanimous decision of the Resolution Council. In addition, all Participants in dispute agree to not implement changes, transfers, or plans prior to a resolution being approved by the Resolution Council. All decisions by the Resolution Council will be made in accordance with applicable law as appropriate. Per ED Code 48853.5 (c), the authority of the educational liaison or resolution council does not supersede the authority granted under state and federal law to a parent or guardian retaining educational rights, a responsible adult appointed by the court pursuant to Section 361 or 726 of the Welfare and Institutions Code, a surrogate parent, or a foster parent exercising the authority granted under Section 56055. (See Attachment G) Alternatively, the attorney or person holding educational rights may request a court hearing regarding the review of proposed removal from school of origin or appointment of educational representative. A hearing will be held no later than seven (7) calendar days after form JV-539 was filed. 5.651(e)(2)(A)(B)

The Resolution Council will include the Foster Youth Services Coordinator and be comprised of two informed representatives from each of the following: SF-HSA or JPD, School District representatives and Community Partners. If the dispute involves SFUSD Transportation Department, SFUSD Education Placement Center, SFUSD Special Education Services, or Court Appointed Special Advocates, an identified on-call representative from the respective department/agency will participate in the Resolution Council meeting. If a Participant other than those currently in representation has a dispute to bring before the Council, they may include up to two of their own representatives in the resolution process at that scheduled meeting. If the Council is unable to reach unanimous resolution, the dispute will immediately be elevated to involved agency or community administrators or directors for an expedient resolution.

Upon request, a Resolution Council meeting will occur in no later than 2 work days. Meetings may take place in person or by telephone conference. All Resolution Council members will ensure that the Foster Youth Services Coordinator is kept up to date on their contact information. Resolution Council members agree to be active participants in the Foster Youth Services AB490 Subcommittee.

The Foster Youth Services Coordinator is responsible for keeping the Resolution Council members updated on any changes in laws or legislation related to the McKinney-Vento

Homeless Assistance Act and AB 490, as it relates to this agreement. The Foster Youth Services Coordinator will retain minutes of all disputes presented to the Resolution Council, including the consensus outcome. The Foster Youth Services Coordinator will report a summary of resolved disputes at each Foster Youth Services Steering Committee meeting.

MEASUREMENT

All Participants agree to provide any data that is essential to confirm the effectiveness of this agreement and for the completion of required reports to the State.

INDEMNIFICATION

Each Participant agrees to defend and indemnify the other Participant's, their directors, officers, agents, and employees, from any and all claims, demands, damages, and other liability, including costs and attorney fees, resulting from or arising out of its performance and/or non-performance under this Agreement; performance and/or non-performance of its duties and responsibilities under this Agreement; and any other negligent act or omission of its directors, officers, agents, or employees.

ADDITIONAL PARTIES TO THE AGREEMENT

During the implementation period and the term of this agreement, additional Participants can be added as they are identified in the community. Additional Participants must fall under a category, which already exist, in the Delineation of Responsibilities and agree to all aspects of those responsibilities and all terms of this agreement as written. Additional Participants must sign a signature addendum and an oath of confidentiality. The decision to include Additional Participants will be made at the Foster Youth Services Steering Committee.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the Participants hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by all Participants hereto.

IN WITNESS WHEREOF, the Participants hereto have caused this Agreement to be duly executed, such Participants acting by their representatives being thereunto duly authorized.

Only one signature per Participant is required to validate Agreement.

SAN FRANCISCO COUNTY UNIFIED FAMILY COURT

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

**SAN FRANCISCO COUNTY HUMAN SERVICES AGENCY
FAMILY AND CHILDREN SERVICES**

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SAN FRANCISCO COUNTY JUVENILE PROBATION DEPARTMENT

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT/SCHOOL HEALTH PROGRAMS
DEPARTMENT – FOSTER YOUTH SERVICES PROGRAM (FYSP)**

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT
PUPIL SERVICES DEPARTMENT**

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT
EDUCATIONAL PLACEMENT CENTER**

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT
TRANSPORTATION DEPARTMENT**

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SAN FRANCISCO COUNTY COURT AND COMMUNITY SCHOOLS

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

COURT APPOINTED SPECIAL ADVOCATES (CASA)

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

HONORING EMANCIPATED YOUTH

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

ALFA HOMES

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

ALTERNATIVE FAMILY SERVICES

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

BURRELL PLACE, INC.

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

BURT CHILDREN'S CENTER

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

CARPENTER'S GROUP HOME FOR GIRLS, INC.

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

EDGEWOOD CENTER FOR CHILDREN AND FAMILIES

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

F.D. HOMES

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

HICKMAN HOME FOR CHILDREN

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

MAC'S CHILDREN AND FAMILY SERVICES

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SAN FRANCISCO BOYS AND GIRLS HOME

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SENECA CENTER

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

WALDEN HOUSE

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

THE LOFT

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

YOUNG IDEAS COMMUNITY HOME

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

Attachment A

OATH OF CONFIDENTIALITY

All Participants, signing this oath:

- Agree to sign this Oath of Confidentiality on behalf of themselves, as well as their agency, department or organization and have the authority to do so.
- Agree not to divulge any information concerning any record without proper authorization in accordance with state and federal law and interagency agreement(s)
- Recognize that any discussion of or release of information concerning records to any unauthorized person is forbidden and may be grounds for legal and/or disciplinary action
- Understand they will have access to confidential information required for determining needs and services for children under the jurisdiction of the Juvenile Court
- Agree that all discussions, deliberations, records, and information gathered or maintained in connection with these activities shall not be disclosed to any unauthorized person.
- Agree that records related to themselves, friends, business relations, or personal acquaintances will not be accessed.
- Agree to immediately resolve any conflicts of interest, as related to the access of records, as soon as the situation is known.
- Understand that unauthorized release of confidential information is a misdemeanor under Welfare & Institution Code 827 or 10850 and could result in criminal or civil liabilities.

Signature pages attached

SAN FRANCISCO COUNTY UNIFIED FAMILY COURT

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

**SAN FRANCISCO COUNTY HUMAN SERVICES AGENCY
FAMILY AND CHILDREN SERVICES**

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SAN FRANCISCO COUNTY JUVENILE PROBATION DEPARTMENT

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

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SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT/SCHOOL HEALTH PROGRAMS
DEPARTMENT – FOSTER YOUTH SERVICES (FYS)**

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT
PUPIL SERVICES DEPARTMENT**

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT
EDUCATIONAL PLACEMENT CENTER**

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT
TRANSPORTATION DEPARTMENT**

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SAN FRANCISCO COUNTY COURT AND COMMUNITY SCHOOLS

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HONORING EMANCIPATED YOUTH

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Title/Position

Date

Date

ALFA HOMES

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

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By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

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Date

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By (Authorized Signature)

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Name (Type or Print)

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Title/Position

Title/Position

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Date

CARPENTER'S GROUP HOME FOR GIRLS, INC.

By (Authorized Signature)

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Date

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Title/Position

Date

Date

HICKMAN HOME FOR CHILDREN

By (Authorized Signature)

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Date

Date

MAC'S CHILDREN SERVICES

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SAN FRANCISCO BOYS AND GIRLS HOME

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

SENECA CENTER

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Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

WALDEN HOUSE

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title/Position

Title/Position

Date

Date

THE LOFT

By (Authorized Signature)	By (Authorized Signature)
Name (Type or Print)	Name (Type or Print)
Title/Position	Title/Position
Date	Date

YOUNG IDEAS COMMUNITY HOME

By (Authorized Signature)	By (Authorized Signature)
Name (Type or Print)	Name (Type or Print)
Title/Position	Title/Position
Date	Date

Attachment B

GUIDELINES FOR DETERMINING WHAT IS IN THE BEST INTEREST OF THE CHILD/YOUTH

To the extent feasible, a homeless child/youth should be allowed to stay in their school of origin unless otherwise contrary to the wishes of the child/youth, parent, guardian or person holding the educational rights of the child/youth.

Information to take into consideration:

- ✦ The age of the child/youth
- ✦ The distance/time of the commute and what impact that might have on the student's education
- ✦ Personal safety
- ✦ A student's need for special instruction
- ✦ The length of anticipated stay in a temporary shelter or other temporary location
- ✦ The time of the school year

No decision regarding best interest can be made without consulting all parties involved, including the child/youth.

Questions should include, but not be limited to:

- ✦ What relationships will be impacted by a move to a different district?
- ✦ What special programs or activities will be impacted by a move to a different district?
- ✦ Will the additional time required for transportation negatively impact the participation in or the potential participation in extracurricular or enrichment activities?
- ✦ What schools do siblings attend?
- ✦ If seeking reunification with a parent(s) or guardian(s) is the living arrangement of the parent or guardian considered permanent?

Best Practices – when possible, appropriate and in the best interest of the child/youth

- ✦ Placing Agencies will attempt to place a child in the same school district.
- ✦ Children/Youth do not have their education placement changed when there is less than 60 days left in a school year.
- ✦ Youth who are planning on graduation in the current school year do not have their education placement changed when there is less than 90 days left in the school year.
- ✦ Children/Youth have their educational placement in the same school district as the parent/guardian with whom reunification is actively being sought.

Attachment C

PROGRAM DEFINITIONS

Foster youth

Children come into foster care as dependent children in the child welfare system, where they have been removed from their parents due to abuse or neglect as a result of complex family, social and environmental conditions.

Children also come into foster care as wards of the court when the Delinquency section of the Juvenile Court deems it in the child's best interest to be placed in out of home care. Both sets of youth comprise the category of foster youth.

Homeless child/youth

Lack a fixed, regular, and adequate nighttime residence.

Youth living in an emergency placement including Foster Family homes, Foster Family Agencies (FFA), Relative or non-related Extended Family member home or group home for 30 consecutive calendar days or less.

Care Provider

Individual or licensed children institution that provides out-of-home care for the child.

Includes foster family homes, Foster Family Agencies (FFA), relative or non-related extended family member (NREFM), group home or residential treatment facility.

Community Partner

Organization involved in the service provision or advocacy of foster youth.

Includes Court Appointed Special Advocates, Legal Services for Children, Honoring Emancipated Youth, Community Behavioral Health Services, and San Francisco Public Health

Emergency Placement

Emergency Placements may be Foster Family homes, Foster Family Agencies (FFA), Relative or non-related Extended Family member home or group home. Foster Youth or other youth in an emergency placement are considered homeless under McKinney Vento.

"Emergency Placement" care means the provision of a protective environment for a child who must be immediately removed, pursuant to WIC Sec 300, from his/her own home or current foster care placement, and who cannot be immediately returned to his/her own home or foster care placement. An "emergency placement" shall not exceed 30 consecutive calendar days.

Foster Care Placement

Includes Foster Family homes, Foster Family Agencies (FFA), Relative or non-related Extended Family member home or group home. Youth in foster care placement are considered to be permanently housed and do not qualify as homeless under McKinney Vento.

A placement made in the provision of a placing agency's child specific case plan, with the intent of providing a stable and consistent residence in the process of achieving permanency.

School of Origin:

“The school the foster child attended when permanently housed or the school in which the foster child was last enrolled. If the school the foster 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 child attended with which the foster child is connected, the liaison, in consultation with and the agreement of the foster child and the person holding the right to make educational decisions for the foster child, shall determine in the best interest of the foster child, the school that shall be deemed the school of origin.” EC 48853.5(e)

Responsible Adult

If the juvenile court limits the right of the parent/guardian to make educational decisions, the court must at the same time appoint a responsible adult to make decisions for the youth, regardless of whether or not the youth is receiving or in need of special education. WIC 361

Responsible Adults cannot have a conflict of interest or be employed by an agency involved in the education or care of the child. WIC 7579.5, 20 USC 1415(b)(2)(A)

Surrogate Parent

If the court is unable to locate a responsible adult for a student who has been referred to or is currently receiving special education services, the court shall then refer the child to the local school district to appoint a surrogate parent. WIC 361(a), GC 7579.5(a)(I)(A)

The law requires school districts to appoint relative caregivers, foster parents and court-appointed special advocates (CASA) if available. If none is available, the school district can select the surrogate of its choice, as long as that person does not have a conflict of interest. GC 7579.5

Attachment D

FOSTER YOUTH AB490/MCKINNEY-VENTO CONTACTS

AB490 Liaison

Appointed by the San Francisco Unified School District to ensure foster youth's immediate and proper school placement, enrollment and checkout from school.

SFUSD AB490 Liaison: DARLENE LIM

Office (415) 241-6515
Fax (415) 242-6087
E-Mail limd1@sfusd.edu
Mailing Address 555 Franklin Street,
San Francisco, CA 94102

FYS Program Coordinator

Appointed by the San Francisco Unified School District to support the educational needs of foster youth and to ensure the transfer of school records.

SFUSD FYS Coordinator: MAYA WEBB

Office (415) 242-2615 x3310
Fax (415) 242-2618
E-Mail webbm1@sfusd.edu
Mailing Address 1515 Quintara Street,
San Francisco, CA 94116

Families & Youth In Transition (FYIT) Homeless Education Liaison

Appointed by the San Francisco Unified School District to support the educational needs of homeless students and ensure their immediate and proper school placement, transportation needs, enrollment and checkout from school.

SFUSD FYIT Homeless Liaison: TATUM WILSON

Office (415) 695-5501
Fax (415) 695-5565
E-Mail wilsont1@sfusd.edu
Mailing Address 555 Portola Ave.,
San Francisco, CA 94111

SF-HSA/SFUSD Educational Liaison

Appointed by the San Francisco Human Services Agency (SF-HSA) to support the educational needs of San Francisco County's Family and Children Services (FCS) dependents.

SFHSA/SFUSD Education Liaison:

GLORIA ANTHONY-OLIVER

Office (415) 557-5305
Fax (415) 557-5794
E-Mail Gloria.Anthony-Oliver@sfgov.org
Mailing Address 170 Otis Street,
San Francisco, CA 94103

Attachment E

LISTING OF RESOLUTION COUNCIL MEMBERS

As of August 22, 2008

**SFUSD –
Foster Youth
Services**

MAYA WEBB, Foster Youth Services Coordinator
Office (415) 242-2615 x3310
Fax (415) 242-2618
E-Mail Webbm1@sfusd.edu
Mailing Address 1515 Quintara Street, SF, CA 94116

**San Francisco
Human Services
Agency**

GLORIA ANTHONY-OLIVER, SFHSA/SFUSD Education
Liaison
Office (415) 557-5305
Fax (415) 557-5794
E-Mail Gloria.Anthony-Oliver@sfgov.org
Mailing Address 170 Otis Street, SF, CA 94103

**Juvenile Probation
Department**

To be determined
Office
Fax
E-Mail
Mailing Address

**SFUSD –
On-Call: Special
Education Services**

CAROL KOCIVAR, Ombudsperson
Office (415) 355-7710
Fax (415) 355-7741
E-Mail kocivarc@sfusd.edu
Mailing Address 1098 Harrison Street, SF, CA 94103

**SFUSD-
On-Call:
Educational
Placement Center
(EPC)**

DARLENE LIM, EPC Executive Director/AB490 Liaison
Office (415) 241-6271
Fax (415) 242-6087
E-Mail limd1@sfusd.edu
Mailing Address 555 Franklin Street, SF, CA 94102

**SFUSD
On-Call:
Transportation
Department**

To be determined
Office
Fax
E-Mail
Mailing Address

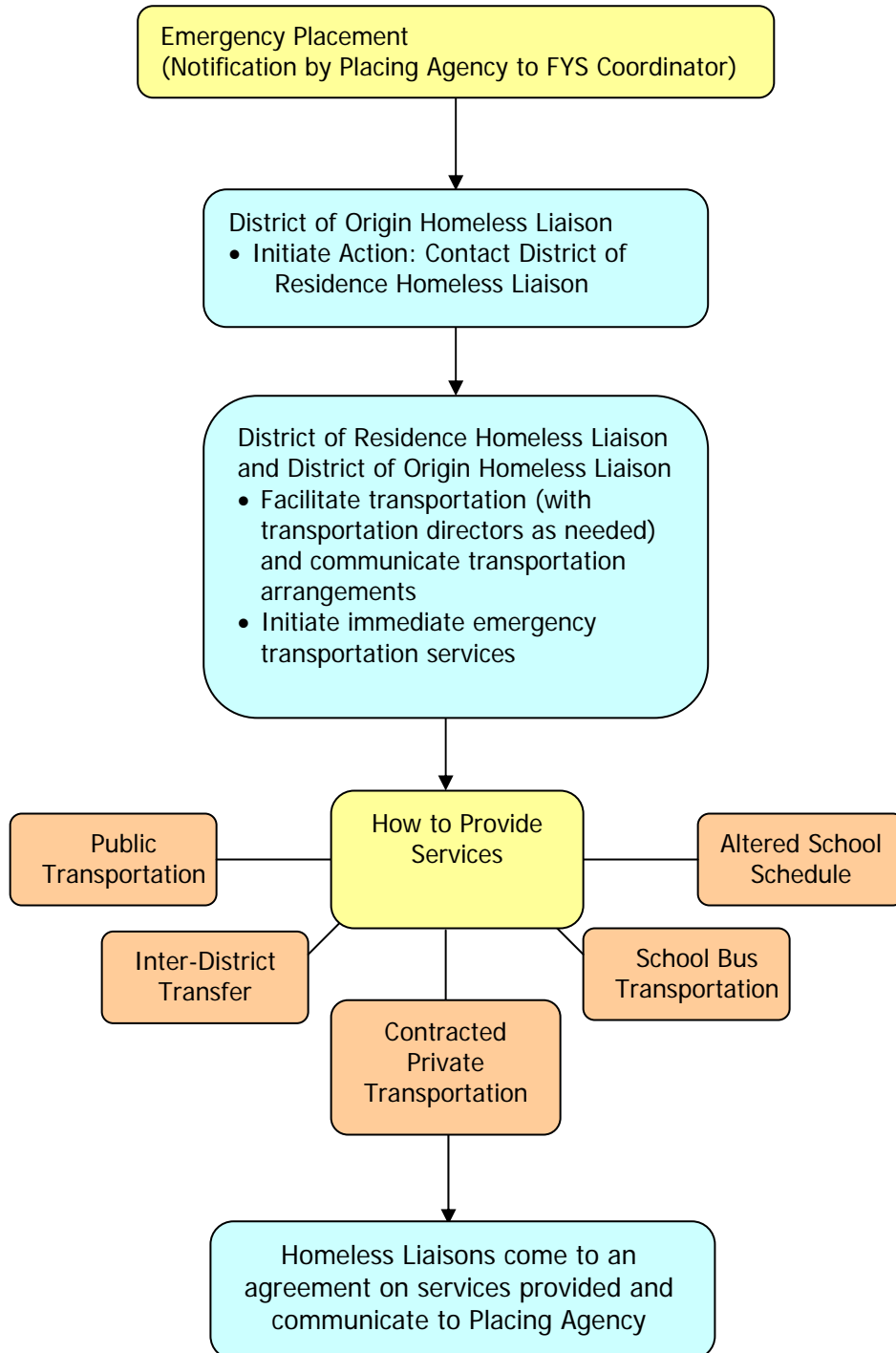
**Community
Partner
On-Call: Court
Appointed Special
Advocates**

JEFF PERRY, Educational Advocacy Coordinator
Office (415) 399-6131
Fax (415) 398-8068
E-Mail jeff@sfcasa.org
Mailing Address 100 Bush Street, Suite 650, SF, CA 94104

Attachment F

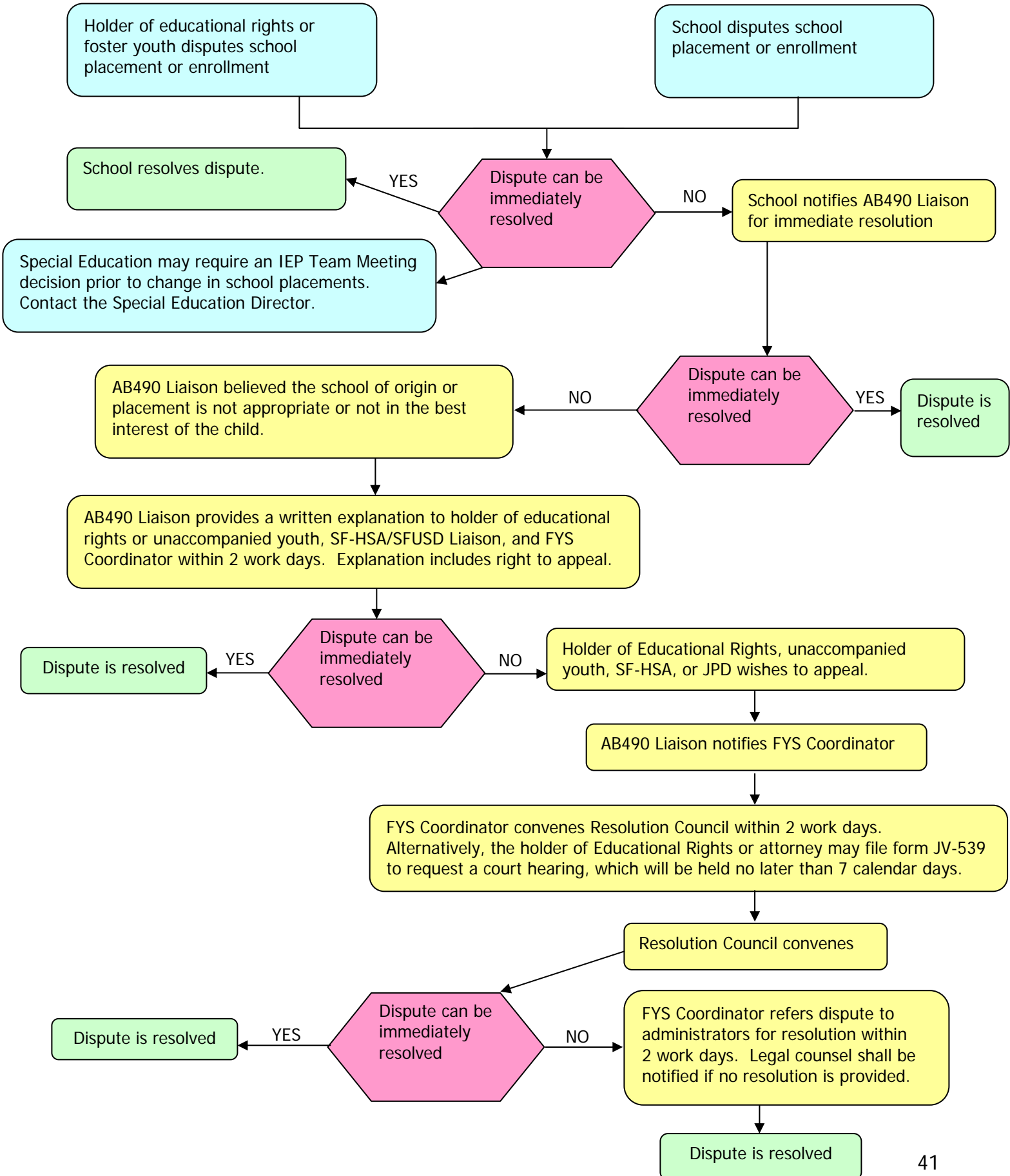
TRANSPORTATION FLOWCHART

County Agreement: In the absence of clear direction in AB490 in regards to transportation, this interagency agreement will be used to strengthen our County's capacity to provide educational stability in accordance with legislative intent pending further clarification from the State or Federal government.



San Francisco County AB490 Student Placement Resolution Flow Chart

Attachment G



Attachment H

JV-535

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <hr/> <p style="text-align: center;">TELEPHONE NO.: _____ FAX NO. (Optional): _____</p> <p>E-MAIL ADDRESS (Optional): _____</p> <p>ATTORNEY FOR (Name): _____</p>	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
CHILD'S NAME:	
FINDINGS AND ORDERS LIMITING RIGHT TO MAKE EDUCATIONAL DECISIONS FOR THE CHILD, APPOINTING EDUCATIONAL REPRESENTATIVE, AND DETERMINING CHILD'S EDUCATIONAL NEEDS	CASE NUMBER:

1. a. Date of hearing: _____ Dept.: _____ Room: _____
- b. Judicial officer (name): _____
- c. Persons present:
 - Child Child's attorney Mother Mother's attorney Father
 - Father's attorney Guardian Deputy district attorney Probation officer/social worker
 - Deputy county counsel CASA volunteer Other (specify): _____
2. Providing the information on this form to the parent or guardian will will not create a safety risk for the child (for example, because of the placement's confidentiality).
 - a. The information is to be withheld from the parent or guardian (name each):
 - b. The information is to be provided to the parent or guardian (name each):
3. Date of birth: _____
4. Child's school district: _____
5. Child's school (name and address): _____
6. Child's social worker (name and address): _____
7. Child's supervising social worker (name): _____
8. Child's probation officer (name and address): _____
9. Foster youth liaison (as defined in Education Code section 48853.5(b)) (name and address): _____
10. Child's attorney (name and address): _____
11. After consideration of the evidence, the court finds and orders under Welfare and Institutions Code section 319(g), 361(a), or 726(b):
 - a. The right of the parent (name): _____ parent (name): _____
 guardian (name): _____ guardian (name): _____

 to make educational decisions for the child is (specify):
 limited by this court temporarily limited by this court (if before disposition).
 - b. Parental rights have been terminated, and no one holds educational rights for this child.

CHILD'S NAME: _____	CASE NUMBER: _____
------------------------	-----------------------

11. c. Reunification services for the child and family have been terminated or were never ordered and the child is placed in a planned permanent living arrangement with *(Identify placement or indicate if placement is confidential)*:
- (1) The court finds that the identified foster parent, relative caregiver, or nonrelative extended family member (as defined in Welfare and Institutions Code section 362.7) may represent the child in all general and special educational matters under Education Code section 56055(a) and is not prohibited from doing so or excluded by Welfare and Institutions Code section 361 or 726 or 34 Code of Federal Regulations section 300.519 or 303.19.
- (2) The following foster parent, relative caregiver, or nonrelative extended family member (as defined in Welfare and Institutions Code section 362.7) may not make educational decisions for the child under Education Code section 56055(b).
- (a) Name:
(b) Address:
(c) Telephone:
(d) Relationship to child:
- d. The following responsible adult, who has no apparent conflict of interest and who is not prohibited by Education Code section 56055 or 34 Code of Federal Regulations section 300.519 or 303.19, is appointed as the child's educational representative:
- (1) Name:
(2) Address:
(3) Telephone:
(4) Relationship to child:
- e. The court cannot identify a responsible adult to make educational decisions for the child, and the child is potentially eligible for special education and related services or already has an individualized education program (IEP). Therefore, the court refers the child to the local educational agency (LEA). The LEA must make reasonable efforts to appoint a surrogate parent for the child under Government Code section 7579.5 within 30 days of the court's referral. The LEA must notify the court of the identity of the appointee on attached form JV-536 within seven calendar days of the date of the appointment, termination, resignation, or replacement of a surrogate parent.
- Note:** If box 11.e. is checked, form JV-536, *Local Educational Agency Response to JV-535—Appointment of Surrogate Parent*, must be attached when this order is served on the local education agency.
- f. The court cannot identify a responsible adult to make educational decisions for the child, and the child does not qualify for special education. The court, with input from any interested person, will make educational decisions for the child.
12. The child has the following educational and developmental needs *(check all that apply)*:
- a. The child is 0–3 years old and has been identified with a disability.
b. The child is 0–3 years old and is suspected of having a disability.
c. The child is age 3 years or older and has been identified with a disability.
d. The child is age 3 years or older and is suspected of having a disability.
e. The child is currently eligible for special education, general education accommodations and modifications, early intervention services, or regional center developmental services.

CHILD'S NAME: _____	CASE NUMBER: _____
------------------------	-----------------------

12. f. The child is receiving services based on the following plan (*check all that apply*):
- (1) Individualized education program (IEP)
 - (2) Section 504 plan
 - (3) Individual family plan (IFP)
 - (4) Quality of life assessment
 - (5) Other (*explain*):
13. The educational representative is ordered to (*check all that apply*):
- a. submit to the local education agency a written referral for special education assessment and assessments under section 504 of the Rehabilitation Act of 1973.
 - b. submit to the regional center a written referral for an eligibility assessment.
 - c. submit to the local education agency a written referral for an assessment, evaluation, or services or a written request to convene the IEP team to review or revise the child's IEP.
 - d. submit a written request to the regional center to convene the IFP team to review or revise the child's IFP.
14. As provided under 34 Code of Federal Regulations § 300.300, the child's initial evaluation for special education services need not be postponed to await parental or guardian consent or appointment of an educational representative because one or more of the following circumstances have been met:
- a. The court has limited or temporarily limited the educational rights of the parent or guardian, and consent for an initial assessment has been given by an individual appointed by the judicial officer to represent the child.
 - b. The local education agency cannot discover the whereabouts of the parent or guardian.
 - c. The parent's rights have been terminated, or the guardianship has been set aside.
- The court appoints the following person to represent the child in the request for an initial evaluation (*name, address unless confidential*):
15. The clerk will provide a copy of the completed JV-535 to the child if 10 years or older, to the child's attorney, to the social worker and probation officer, to the foster youth liaison, and to the educational representative at the end of the proceeding or no later than seven calendar days after the order. The clerk will make the form available to the parents or guardians (unless otherwise indicated on the form), the Court Appointed Special Advocate (CASA) volunteer, and, if requested, to all other persons provided notice under section 293.
16. Within seven calendar days of this order, a copy of this order must be served on the local education agency by (*choose one*):
- a. a representative of the county welfare department
 - b. a representative of the probation department
 - c. the clerk of this court
 - d. the child's attorney
17. **This order applies to any school or school district in the state of California.**
18. The educational representative, or the person whom the court appointed to represent the child for an initial evaluation, will report to the court regarding the child's education on (*date*): _____ in Dept. _____ at _____ a.m./p.m.

Date:

JUDICIAL OFFICER

**FINDINGS AND ORDERS LIMITING RIGHT TO MAKE
EDUCATIONAL DECISIONS FOR THE CHILD, APPOINTING
EDUCATIONAL REPRESENTATIVE, AND DETERMINING CHILD'S
EDUCATIONAL NEEDS**

Attachment I

JV-536

LOCAL EDUCATIONAL AGENCY REPRESENTATIVE <i>(Name and address):</i> TELEPHONE NO. <i>(Optional):</i> FAX NO. <i>(Optional):</i> E-MAIL ADDRESS <i>(Optional):</i>	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
CHILD'S NAME:	
LOCAL EDUCATIONAL AGENCY RESPONSE TO JV-535—APPOINTMENT OF SURROGATE PARENT	CASE NUMBER:

This form must be completed and returned to the court at the address listed above within seven calendar days of the date of the appointment, termination, or replacement of a surrogate parent.

1. a. Child's school:
 b. Address of child's school:
 c. School personnel contact *(name, title, and telephone):*

2. a. Name of surrogate parent:
 b. Address:
 c. Telephone:
 d. Relationship to child:

3. The appointed surrogate parent does not have a conflict of interest with the child. (Welf. & Inst. Code, §§ 361, 726; 34 C.F.R. §§ 300.519, 303.19; Gov. Code, § 7579.1(i), (j).)

4. The appointed surrogate parent will represent the child on educational issues as required by state and federal law.

5. The appointed surrogate parent agrees that this representation is continuous. If the surrogate parent is not able to represent the child's educational needs, the surrogate parent will inform the local education agency.

6. The previous surrogate parent resigned or was terminated under section 7579.5(h) of the Government Code.
 - a. Name of previous surrogate parent:
 - b. Address:
 - c. Telephone:
 - d. Relationship to child:

CHILD'S NAME: _____	CASE NUMBER: _____
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7. The local educational agency has not appointed an surrogate parent within 30 days as required by rule 5.650(d)(3).

Date:

(TYPE OR PRINT NAME)

(LOCAL EDUCATION AGENCY REPRESENTATIVE'S SIGNATURE)

(TITLE)

Attachment J

JV-537

SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	FOR COURT USE ONLY
CHILD'S NAME:	
EDUCATIONAL REPRESENTATIVE OR SURROGATE PARENT INFORMATION	CASE NUMBER:

To the educational representative or surrogate parent of the child: You may submit written information to the court or to the child's social worker or probation officer, and you may attend review hearings. This optional form may assist you in providing written information to the court. Please type or print clearly in ink and submit the form well in advance of the hearing but no later than seven days prior to the hearing. Please provide five additional copies to the clerk.

1.
 - a. Child's date of birth:
 - b. Child's age:
 - c. Child's school:
 - d. Child's grade level:

2.
 - a. Name of educational representative or surrogate parent:
 - b. Address:
 - c. Telephone:
 - d. I was appointed as educational representative or surrogate parent on *(date)*:
 - e. I was appointed as educational representative or surrogate parent by *(name)*:
 - (1) Local education agency in *(school district)*:
 - (2) Juvenile court in *(county)*:
 - (3) Other *(specify)*:
 - f. I am resigning from my appointment.

3. Since my appointment as educational representative or surrogate parent, or since my last form JV-537 statement, I have performed the following actions on behalf of the child *(specify)*:

4. I do not have any new or additional information since the last court hearing.
5. I have new or additional information since the last court hearing *(e.g., changed school, school discipline)*:

6. Based on my observations of the child's physical, emotional, mental, and social development, I believe the child
 - a. *(0-3 years old)* may be eligible for early intervention services.
 - b. may have a disability *(explain)*:

7. The child has the following disabilities *(specify)*:

8. The child has the following educational needs *(specify)*:

CHILD'S NAME: _____	CASE NUMBER: _____
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9. The child requires the following services to meet his or her educational needs (*specify*):

10. The child is receiving the following education-related services or accommodations (*explain*):

a. These services or accommodations are are not appropriate (*explain*):

b. Date of most recent individualized education plan (IEP) or section 504 plan:

11. On (*date*): _____ I made a request for assessments from the

- a. regional center (*name*):
 b. local education agency (*name*):
 c. other (*name*):

12. a. Type of assessments requested (*check all that apply*):

- (1) Individualized education plan
 (2) Section 504 plan
 (3) Individual family plan
 (4) AB 3632 county mental health assessments
 (5) Psycho-educational assessment
 (6) Other (*specify*):

b. Reason requested (*specify*):

13. If you need more space to respond to any section above, please check this box and attach additional pages.

Number of pages attached: _____

Date:

 (TYPE OR PRINT NAME)

 (SIGNATURE OF EDUCATIONAL REPRESENTATIVE OR SURROGATE PARENT)

Attachment K

JV-538

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____ STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
CHILD'S NAME: _____	
FINDINGS AND ORDERS REGARDING TRANSFER FROM SCHOOL OF ORIGIN	CASE NUMBER: _____

1. a. Hearing date: _____ Time: _____ Dept.: _____ Room: _____
 b. Judicial officer: _____
 c. Parties and attorneys present: _____

THE COURT FINDS AND ORDERS

2. The social worker probation officer provided a report no later than two court days after form JV-539 was filed. The report included the information required by rule 5.651(e)(4) of the California Rules of Court.
3. The court has read and considered the report.
4. The social worker probation officer provided notice as required by rule 5.651(e) of the California Rules of Court.
5. As soon as the county placing agency became aware of the need to transfer the child in foster care out of the school of origin, the county placing agency contacted the appropriate person at the local education agency.
 a. Name of local education agency contact:
 b. Title:
 c. Telephone:
 d. Date of contact:
6. Before recommending that the child be moved from the school of origin, the foster-care liaison provided the child and parent or educational representative with a written explanation of the recommendation and how this change will serve the child's best interest (*date explanation provided*):
7. a. The foster-care education liaison, in consultation and agreement with the child and parent or educational representative, waives the child's right to be enrolled in the school of origin.
 b. There is a disagreement between the child; the parent, guardian, or educational representative; and the foster youth liaison regarding the child's request to remain in his or her school of origin.
 (1) The foster youth liaison must provide written communication explaining why it is not in the child's best interest to remain in the school of origin.
 (2) The child must be allowed to remain in and attend the school of origin pending resolution of the dispute.

CHILD'S NAME: _____	CASE NUMBER: _____
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8. The county placing agency

- a. notified the local education agency of the date the child will leave the school of origin (*date notice provided*):
- b. requested from the local education agency that the child be transferred out of the school of origin (*date of request*):
- c. made the following efforts to maintain the child in the school of origin (*describe and provide details*):
- d. Notified the current and prospective local educational agency of the change of placement at least 10 days before the placement change because the child has a disability or individualized education plan (*date notice provided*):

9. Within two business days of receiving the request, the local education agency

- a. transferred the child out of the school of origin and delivered the child's educational information and records to the next education placement.
- b. compiled the complete education records of the child, including a determination of seat time, full or partial credits earned, current class records, immunizations, other records, and, if applicable, a copy of the child's plan adopted under section 504 of the Rehabilitation Act of 1973 or an individualized education program adopted under the Individuals With Disabilities Education Act.
- c. calculated the grades and credits of the child as of the date the child left school. No lowering of grades resulted from the child's absence caused by the child's removal from the school of origin.

10. If applicable, the court has asked the social worker, probation officer, and other interested parties why the educational requirements on this form have not been met.

- a. The following actions are necessary to ensure the child's educational and disability rights (*specify*):
- b. The court set the matter for a hearing under Welfare and Institutions Code, section 362 to join the following agencies to address the provision of the following services (*specify*):

Date:

JUDICIAL OFFICER

Attachment L

JV-539

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
CHILD'S NAME:	
REQUEST FOR HEARING REGARDING CHILD'S EDUCATION <input type="checkbox"/> Appointment of Educational Representative <input type="checkbox"/> Review of Proposed Removal From School of Origin	CASE NUMBER:

NOTICE OF HEARING

1. A hearing on this application will be held as follows :

a. Date:	Time:	Dept:	Div:	Room:
----------	-------	-------	------	-------

b. Address of court: is shown above is (specify):

2. On (date): the educational representative resigned or is no longer serving in that capacity
 the surrogate parent resigned or was terminated. I am requesting a hearing for appointment of an educational representative.

Date:

_____ (TYPE OR PRINT CHILD'S ATTORNEY'S NAME)	▶	_____ (SIGNATURE OF CHILD'S ATTORNEY)
--	---	--

3. On (date): the social worker or probation officer informed me that the child's placement will be changed and that this will result in the child's removal from the school of origin. Based on the information provided to me by the social worker or probation officer, I am requesting a hearing for the court to review the proposed removal of the child from the school of origin.

Date:

_____ (TYPE OR PRINT CHILD'S ATTORNEY'S NAME)	▶	_____ (SIGNATURE OF CHILD'S ATTORNEY)
_____ (TYPE OR PRINT NAME OF PERSON WHO HOLDS EDUCATIONAL RIGHTS)	▶	_____ (SIGNATURE OF PERSON WHO HOLDS EDUCATIONAL RIGHTS)

Attachment M

JV-225

Your Child's Health and Education

To the social worker or probation officer: If the parent or guardian needs help completing this form, please ensure that he or she receives assistance.

To the parent or guardian: Complete and sign this form. The information requested on this form is necessary to meet the medical, dental, mental health, and educational needs of your child. The court has directed you to provide your child's medical, dental, mental health, and educational information. The court has also directed you to provide your medical, dental, mental health, and educational information and, if you know, the same information about the other parent or guardian. If you need help, the social worker or probation officer will help you fill out this form.

Clerk stamps date here when form is filed.

Fill in court name and street address: Superior Court of California, County of

Clerk fills in case number when form is filed. Case Number:

1 Your name: Your relationship to child: Your home address: City: State: Zip code: Your mailing address: City: State: Zip code: Your telephone:

2 Your child's name: a. Your child's date of birth: b. Where was your child born? City: State: Country: c. Hospital: d. Your child's birth weight:

Child's Health

3 Does your child have any physical or mental health challenges? If yes, is your child receiving any assistance, services or treatment for these problems? a. Allergies: b. Injuries: c. Diseases: d. Disabilities: e. Other: f. Other:

4 Is your child taking any medication? If yes, please list the medicines and explain why your child is taking them: Medication and dosage Reason for taking medication Date began

5 When was your child last seen by a doctor? Date: Doctor's name: Doctor's office address (include city, state, zip code): Doctor's mailing address (include city, state, zip code): Doctor's telephone number:

Case Number: _____

Child's name: _____

- 6 When was your child last seen by a dentist?

Date: _____

Dentist's name: _____

Dentist's office address (include city, state, zip code): _____

Dentist's mailing address (include city, state, zip code): _____

Dentist's telephone number: _____

- 7 List the names of all doctors, nurses, dentists, hospitals, clinics, and other health-care providers and healers who have seen your child within the past two years:

Name	Address (city, state, zip code)	Date of last visit	Reason for visit
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 8 What doctor, nurse, dentist, hospital, clinic, or other person has your child's health records?

a. Medical records: _____

b. Dental records: _____

c. Mental health records: _____

- 9 When was your child's eyesight last tested?

Date of examination: _____

Who examined your child's sight: _____

Address (include city, state, zip code): _____

Telephone number: _____

- 10 Does your child wear glasses? Yes No

- 11 Does your child wear a hearing aid? Yes No

- 12 Is your child covered by an insurance policy?

a. Medical Yes No (If yes, specify insurance policy): _____

b. Dental Yes No (If yes, specify insurance policy): _____

c. Vision Yes No (If yes, specify insurance policy): _____

Child's Education

- 13 Before your child was removed from your home, what school did your child attend?

Name of school: _____

Address (include city, state, zip code): _____

a. Is your child still allowed and able to attend this school? Yes No

b. If no, did you agree to give up your child's right to remain at this school? Yes No

c. Before removal, was your child receiving or had your child received any assistance or help at school or any assessments, evaluations, services, or accommodations to help your child with any physical, mental, or learning-related disabilities or other special educational needs? Yes No

(1) If yes, what assessments, evaluations, services, or accommodations was your child receiving?

(2) Who gave your child these educational services?



Case Number: _____

Child's name: _____

- 13 d. If applicable, do you have a copy of your child's individualized education program (IEP), section 504 plan, individual family plan (IFP), or quality of life assessment? Yes No
- e. What language did your child first learn to speak? _____
- f. What is his or her primary language? _____
- g. What language do you most often use when speaking to your child? _____
- h. Has your child ever been identified as English proficient or as an English language learner by a school?
 Yes No
- i. Has your child ever been enrolled in a specialized program to learn English? Yes No

- 14 List all other schools or day care your child has attended:

School (name, city, state): _____	Dates of attendance: _____
School (name, city, state): _____	Dates of attendance: _____
School (name, city, state): _____	Dates of attendance: _____
School (name, city, state): _____	Dates of attendance: _____

- 15 a. What grade is your child in? _____
- b. Does he or she have any special needs? Yes No
If yes, please describe:

- c. If the child is three years old or younger, do you believe that the child may be eligible for services to help with motor, developmental, or other delays?
If yes, explain why:

What assessments, evaluations, services, treatment, or accommodations do you believe the child may need for the delay?

- d. Do you believe the child may have a disability?
If yes, please describe:

What assessments, evaluations, services, treatment, or accommodations do you believe the child may need for the disability?



Case Number: _____

Child's name: _____

16 Has your right to make educational decisions for the child been limited? Yes No

If yes, who has the right to make educational decisions for the child?

Name: _____

Relationship to child: _____

Biological Parent's Health and Education (You are required by Welfare and Institutions Code section 16010 to provide this information about yourself. If you do not want to provide this information, please talk to your attorney.)

17 a. When were you last seen by a doctor and dentist? _____

(1) What medical problems run in your family?

(2) Do you have medical problems or disabilities?

(3) What medications do you take?

Medication	Reason for taking medications
_____	_____
_____	_____
_____	_____

b. What is your educational history?

(1) School last attended (name, city, state): _____

(2) Last grade completed: _____

18 a. If you know, provide the following information about your child's other parent:

(1) Name of other parent: _____

(2) Relationship to child: _____



Case Number:

Child's name: _____

- 18 a. (3) Other parent's medical problems and disabilities
(Please include physical, mental, and learning problems):

- (4) The child's other parent takes the following medications:

Medication	Reason for taking medications
------------	-------------------------------

- (5) The following medical problems run in the family of my child's other parent:

- b. My child's other parent has the following educational history:

(1) School last attended: _____

(2) Last grade completed: _____

I declare under penalty of perjury under the laws of California that the information on this form is true and correct to my knowledge. This means that if I lie on this form, I am guilty of a crime.

Date: _____

 Type or print parent's/guardian's name

▶ _____
 Parent/guardian signs here

Date: _____

 Type or print social worker's name

▶ _____
 Social worker signs here

Date: _____

 Type or print probation officer's name

▶ _____
 Probation officer signs here

PROCEDURAL ADDENDUMS

To be completed during the 2008/2009 school year. Addendums will provide an overview of district and agency specific procedures that support the success of this agreement.

Once created, documenting changes to the procedural addendums will take place as they are reported to the Foster Youth Service Coordinator and will not require approval by the Foster Youth Services Steering Committee. Individual districts and agencies will have the responsibility to report to the Foster Youth Services Coordinator any changes to their own procedures.

Addendums will include, for example:

- Contact and mailing information
- Information regarding designated liaison and school administrators
- Basic flow of paperwork within the school district or agency
- General outline demonstrating the delineation of responsibilities within districts or agencies, as it relates to this agreement