

Memorandum of Understanding between the Idaho Department of Health and Welfare Family and Community Services Division and the Idaho State Department of Education.

Purpose: To clarify roles, responsibilities and accountability related to the transportation of students in foster care to maintain a student in their school of origin when determined to be in their best interest. It also outlines how those additional transportation expenses will be paid/reimbursed.

Background

The Idaho State Department of Education (SDE) and the Idaho Department of Health & Welfare Family and Community Services (FACS) are collaboratively following the foster care provisions stated within the Every Student Succeeds Act (ESSA). These two entities have outlined specific key components to assist and enable Local Education Agencies (LEAs) and Health & Welfare representatives (social workers/case managers) to provide educational stability for all students in foster care within the state of Idaho. The [ESSA Guidance for Children in Foster Care](https://www2.ed.gov/policy/elsec/leg/essa/edhhsfostercarenonregulatorguide.pdf) (<https://www2.ed.gov/policy/elsec/leg/essa/edhhsfostercarenonregulatorguide.pdf>) provided by the U.S Department of Education and the U.S. Department of Health and Human Services identifies required elements that must be included within the dynamics of the inner workings between the two State Departments. The Guidance Document states that the partnership between the Idaho State Department of Education and the Idaho Department of Health & Welfare be a consistent connection that is based upon joint decision making that occurs for every individual student in foster care. The best interest determination is the highest priority action to be delegated and implemented. It is critical that this responsibility be based upon individual merit and not upon monetary transportation costs.

Agreement

1. It is agreed that SDE and LEAs will ensure that all students in foster care receive timely transportation to their school of origin when determined to be in their best interest (as outlined in the ESSA Guidance for Children in Foster Care).
2. It is agreed that the IV-E eligibility status of a student in foster care will not be a determining factor in decision making related to transportation arrangements. Transportation plans will be agreed to between the designated IDHW social worker and the LEA foster care liaison and documented on the electronic notification letter from IDHW.
3. It will be the responsibility of FACS to complete Social Security Title IV-E eligibility determinations on all students in foster care. These determinations will be used to designate which expenses to include in the request for federal reimbursement.
4. It will be the responsibility of SDE to ensure that LEAs comply with the terms and processes established. This includes ensuring that transportation arrangements are initiated in a timely manner and that the LEAs submit timely and complete documentation of additional transportation costs incurred and paid to transport entities. Incomplete documentation submitted to FACS will not be eligible for reimbursement.
5. It is agreed that FACS will claim on the behalf of LEAs for additional expenses incurred to transport Social Security Title IV-E students in foster care to their school of origin when it is determined to be in their best interest. Costs associated with non-IV-E students will not be eligible for reimbursement.

6. It will be the responsibility of FACS to return to the LEAs the federal funds claimed on behalf of the LEAs related to these transportation expenses when received.
7. It will be the responsibility of both parties to communicate and coordinate process changes and guidance to their respective designees.
8. It will be the responsibility of both parties to participate in quarterly collaboration meetings between SDE and FACS to ensure ongoing coordination and ensure ongoing alignment.

Dispute Resolution

The ESSA Guidance for Children in Foster Care identifies factors to consider in relation to a child’s best interest. The IDHW social worker will follow IDHW’s established guidelines and processes in making their best interest determination. The guidance also states that if there is disagreement regarding the school placement for a child in foster care, the child welfare agency should be considered the final decision maker in making the best interest determination.

In cases of disagreement around the coordination of transportation between agencies, the designated person for the respective agencies (IDHW social worker and/or IDHW regional point of contact and LEA foster care liaison), will collaborate to resolve the issue. In the event that clarification and agreement cannot be achieved, then the designated state level points of contact will collaborate to achieve resolution. In the rare event that clarification and agreement cannot be achieved at that level, the next highest level of management will be informed and involved in discussion to achieve resolution.

Process for Implementation

The decision-making process for executing the details of this agreement is contained in the [Guidance for Implementation of the MOU between IDHW and ISDE for ESSA](http://healthandwelfare.idaho.gov/Portals/0/Children/AdoptionFoster/Implementation-MOU-DHW-SDE.pdf) (<http://healthandwelfare.idaho.gov/Portals/0/Children/AdoptionFoster/Implementation-MOU-DHW-SDE.pdf>).

Effective Date, Amendment, Duration and Termination

The provisions of this agreement may be amended upon written agreement signed by both parties and such amendment, when so signed, shall become part of this agreement. This agreement shall be effective from March 6, 2018 or the date it is fully signed, whichever is later, and shall continue until terminated in writing by either party.

Execution

Dated 3/6/18

Signed 

Miren Unsworth
Division Administrator, Family and Community Services
Idaho Department of Health and Welfare

Dated 3/8/2018

Signed 

Pete Koehler
Chief Deputy Superintendent
Idaho State Department of Education