

Transportation Plan to Ensure School Stability for Students in Foster Care between  
the County of Monterey and Local Educational Agencies

MEMORANDUM OF UNDERSTANDING

July 1, 2026 – June 30, 2029

between

COUNTY OF MONTEREY DEPARTMENT OF SOCIAL SERVICES

and

COUNTY OF MONTEREY PROBATION DEPARTMENT

and

MONTEREY COUNTY OFFICE OF EDUCATION

INTERAGENCY AGREEMENT

## Transportation Plan to Ensure School Stability for Students in Foster Care between the County of Monterey and Local Educational Agencies

This document constitutes an Interagency Agreement between the Monterey County Department of Social Services (DSS), the Monterey County Probation Department (Probation), the Monterey County Office of Education (MCOE).

### **Section 1: Intent**

It is the intent of the parties that this Agreement function as the procedures governing how transportation to maintain foster youth<sup>1</sup> in their School of Origin when it is in their best interest as required by Every Student Succeeds Act (“ESSA”) (114 P.L. 95, 129 Stat.1856). The Agreement will be in effect July 1, 2026 through June 30, 2029, and will be renewed and/or amended as detailed below. (See Section 8. Term)

Under this agreement, DSS delegates its responsibilities to MCOE to coordinate and reimburse individual school districts for DSS’ share of transportation costs.

### **Section 2: Scope of Services**

1. This Agreement clearly identifies the roles and responsibilities of each party for pupil transportation, supervision and scheduling of program events, and use of facilities and equipment as it pertains to foster youth.
2. The parties agree to the following definitions as part of this Agreement as noted in Appendix A.
3. The parties agree to follow all program guidance as referenced in Appendix B.

### **Section 3: Responsibilities**

1. Identifying Foster Youth
  - a. DSS will make a good faith effort to notify MCOE within two (2) school days upon learning that a foster youth has been placed into foster care or will be moved to a new foster care placement. MCOE will subsequently notify the School District of Origin’s Foster Youth Point of Contact (POC).
2. Best Interest Determination
  - a. Upon receiving notification that a student has entered foster care or has changed foster care placement, MCOE, in accordance with California Education Code Section 58853.5, will consult with the student and their Educational Rights Holder (ERH) to determine whether it is in the best interest of the student to remain in his or her School of Origin. When it is determined to be in a student’s best interest to remain in his or her School of

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<sup>1</sup> See Appendix A for definition

Origin, MCOE, District and DSS will collaborate under this Agreement to establish the most cost-effective transportation arrangements available for the student within five (5) school days of the best interest determination being made.

3. MCOE: Assess available options to address transportation needs.

a. MCOE will:

i. Attend Child and Family Team (CFT) meeting to assist in determination of school placement

ii. Request a copy of the Educational Stability Plan determination from DSS which shall include determination of eligibility for Title IV-E

iii. Request that the District Foster Youth POC assess whether the child is eligible for transportation services under another entitlement, such as a related service included in their IEP or 504 Plan

b. MCOE will request that the District provide and fund transportation if the student is eligible under Title I funding, as provided by the Every Student Succeeds Act (ESSA), or the Individuals with Disabilities Education Act (IDEA).

c. MCOE will request that the District examine existing transportation options available for the students, including incorporating the student into an existing bus route, modifying the existing bus route and any other no-cost or low-cost options. Transportation will be provided and funded by District if such a solution is available. If no such solution is available, refer to 3(d), 3(e), 3(f), or 3(g).

d. MCOE will collaborate to provide transportation to the School of Origin when a foster youth resides outside of the boundaries of the School District of Origin. This can include but is not limited to Districts modifying and connecting cross-district routes, or one District providing transportation to the School of Origin, while the other provides transportation from the School of Origin.

e. Districts shall pay 50% of the actual cost to transport, related to transporting Foster Youth to remain at their School of Origin under ESSA guidelines. DSS shall pay the remaining 50% of the costs related to transporting Foster Youth to remain at their School of Origin under ESSA guidelines.

f. District POC will notify DSS social workers and MCOE when the above-mentioned options are not available, or when further collaboration is necessary to set up transportation.

g. MCOE may provide Monterey Salinas Transit bus passes as approved by the assigned DSS case manager, when appropriate and necessary for the Foster Youth Pupil to remain at their School of Origin under ESSA guidelines.

4. DSS: Assess available options to address transportation needs

a. When the District has exhausted all available no cost and low-cost options as referenced in Section 3. Responsibilities above, the DSS will take the following steps:

i. If the student is eligible for Title IV-E funds<sup>2</sup>, DSS will seek reimbursement from federal child welfare reimbursement dollars under Title IV-E of the Social Security Act for the allowable portion of those transportation costs.

ii. DSS will assess whether resources are available for foster care parents to provide transportation with mileage reimbursement to the School of Origin; to a stop on the School of Origin's existing bus route; provision of bus passes or public transportation vouchers; or a contract with a private transportation service.

iii. Transportation will be provided and funded by DSS if such a solution is available.

iv. DSS will assess whether resources are available for Group Homes or Short-Term Residential Therapeutic Program (STRTPs) to provide transportation to the School of Origin.

v. DSS shall pay the remaining 50% of costs related to transporting Foster Youth to remain at their School of Origin under ESSA guidelines and as appropriate to this Agreement.

vi. DSS will notify the District and MCOE via email and in writing if none of the above-mentioned options are available and further collaboration is necessary.

5. Resolve remaining obstacles and additional costs

a. If all actions outlined in Section 3. Responsibilities above have been taken and there remains a need to work out further details to arrange transportation, the District of the School of Origin will be responsible for making the final transportation arrangements, and District agrees to pay the additional costs.

b. MCOE, District or DSS may choose at any time to voluntarily share in this cost or take sole responsibility for such costs.

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<sup>2</sup> To be eligible for Title IV-E reimbursement, the child must meet all eligibility requirements under Title IV-E of the Social Security Act for foster care. For more information on what makes a child "IV-E eligible," please refer to the "Foster Care & Education Issue Brief," page 8.

c. MCOE, District or DSS shall have the right under this Agreement to provide an alternate form of transportation at a lower cost if it serves the student's best interest.

#### **Section 4: Transportation**

1. Timing of implementing transportation

a. District will have five (5) school days after the best interest determination has been finalized to put needed transportation in place. In the interim, the DSS and the District will provide transportation per 34 CFR 299.13(c)(1)(ii).

2. Duration of transportation

a. Transportation will be provided for the duration of the student's time in foster care if it continues to be in the student's best interest to remain in the School of Origin.

b. If a child exits foster care before the end of a school year, transportation to the School of Origin will be maintained through the end of the school year to maintain the student's educational stability, when possible.

3. Foster Youth enrolled out of county, or under the jurisdiction of an out of County juvenile court

a. Transportation arrangements for students in foster care and under the jurisdiction of a county other than Monterey:

i. MCOE will notify the Monterey County School District of Origin immediately via email and in writing upon learning that a foster youth enrolled in their district, and under the jurisdiction of another county, will be moved to a new foster care placement.

ii. MCOE will provide the caseworker's contact information to the District Foster Youth POC whenever possible in order to facilitate communication between the other county agency and the District.

iii. MCOE will provide a copy of this Agreement to the other county's DSS for reference.

iv. Whenever possible, District will apply these procedures to provide transportation to the School of Origin.

b. Transportation Arrangements for Monterey County foster youth enrolled in schools outside of Monterey County:

i. DSS will notify MCOE within two (2) school days upon learning that a foster youth enrolled in school outside of Monterey County will be moved to a new foster care placement. MCOE will notify the School District of Origin's Foster Youth POC. See Appendix C, Point of Contact.

ii. MCOE will provide the School District of Origin the contact information for the students' social workers to facilitate communication between our DSS and the School District of Origin.

iii. MCOE will provide the other county's School District of Origin a copy of this Agreement for reference.

iv. Whenever possible, DSS and District will apply these procedures to provide transportation to the School of Origin.

### **Section 5: Payment Provisions**

MCOE shall submit invoices quarterly by the 20<sup>th</sup> following the end of the quarter in the form set forth in Attachment A, Invoice. Invoices will be submitted for reimbursement of costs incurred as outlined in Section 3 of this agreement for transportation costs for foster care children. Districts shall submit an invoice to MCOE for 50% of the transportation costs. MCOE will provide the 50% payment on behalf of DSS and will invoice DSS for reimbursement. DSS shall certify the invoice, either in the requested amount or in such other amount as DSS approves in conformity with this Agreement and shall promptly submit such invoice to the Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

The total amount payable by DSS to MCOE for the period from July 1, 2026 to June 30, 2029, for Title IV-E shall not exceed one hundred fifty thousand dollars (\$150,000). MCOE agrees that this funding will be used to reimburse MCOE for DSS's transportation share of cost (50%) as outlined in Section 3 of this agreement.

### **Section 6: Dispute Resolution**

1. If MCOE and DSS cannot resolve a dispute about transportation costs, they will follow this procedure:

a. Districts and DSS must make every effort to collaborate in serving students in foster care. When a dispute arises between the agencies over paying the costs of transportation, the District and DSS must make every effort to resolve the dispute collaboratively at the local level.

b. Under no circumstances shall the dispute delay or interrupt the provision of transportation for a child to the School of Origin. To ensure no such disruption, the agency that had been paying for transportation prior to the dispute will continue to pay until the dispute is resolved. If transportation was not provided previously, the District of the School of Origin will arrange and provide the transportation and DSS will reimburse the District for additional costs, until the payment disputes have been resolved.

c. Disputes between Districts and DSS regarding implementing the local transportation procedures, calculating and paying for additional costs of

transportation to the School of Origin for student in foster care, or other inter-agency transportation disputes will be resolved by a three-person panel including a Monterey County Office of Education (MCOE) representative, a District representative, and a representative of the DSS.

d. Either a District or a DSS can bring a transportation payment dispute to MCOE by submitting a dispute resolution request in an email to the MCOE Foster Youth Coordinator to arrange an inter-agency Administrative Panel Hearing with the subject "Foster Child Transportation Dispute." The dispute resolution request must include:

i. A complete explanation of the basis of the dispute, with all pertinent facts.

ii. The name and contact information of the people who have been addressing the dispute thus far on behalf of both the District and the DSS (phone, email and mailing address).

iii. Details of how the agencies have attempted to resolve the dispute at the local level prior to appealing to the Monterey County Office of Education.

e. Within ten (10) school days of receipt of the dispute resolution request, the MCOE Foster Youth Coordinator will contact the party that did not submit the request (either the District or DSS) identifying the subject matter of the dispute and inviting that party to submit any information pertinent to the dispute. The party will have ten (10) school days to submit its explanation of the dispute, with all pertinent facts. Documents submitted by either party after the applicable deadlines will not be considered.

f. The panel shall make a final decision within thirty (30) calendar days of receiving all information related to the dispute. The MCOE Foster Youth Coordinator will forward the written decision and an explanation of that decision to the appropriate parties at both the District and DSS.

g. The decision of the panel shall be final.

2. If a foster youth, Educational Rights Holder, biological parent, foster parent, or another representative of a foster child wishes to file a complaint, they will follow this procedure:

a. About the transportation arrangements that have or have not been made on the students' behalf, a complaint shall be made through the Uniform Complaint Procedures (UCP) process. Each District must adopt UCP compliant policies and procedures consistent with the California Code of Regulations, Title 5 Sections 4600–4687 and designate a staff member to be responsible for receiving, investigating and resolving complaints. This

information is commonly found on the District website, but the District Foster Care POC can also be requested to provide the details of their District policy.

3. The following shall apply while either of the above-mentioned complaint processes are being conducted:

- a. The student shall remain in the School of Origin as required by ESSA.
- b. Transportation shall be provided as agreed in Sections 3 and 4 above while the dispute process is pending.

### **Section 7: Termination**

1. Any party may terminate this Agreement without penalty by providing thirty (30) calendar days written notice. Notice shall be deemed served on the date of mailing to the following address:

MCOE - Foster Youth Services Coordinating Program  
ATTN: Justin Parker, MCOE-FYSCP Coordinator  
901 Blanco Circle Salinas, CA 93901

DSS – Family and Children’s Services  
ATTN: Jacqueline Chavez, Deputy Director  
713 La Guardia St Salinas CA 93905

2. All costs incurred or requiring reimbursement by parties associated with said agreement will be mutually resolved upon termination of this agreement.
- a. An invoice will be prepared and circulated for verification by all parties to identify any outstanding costs associated with agreement and signed by all parties.

### **Section 8. Term**

The term of this Agreement shall begin July 1, 2026 through June 30, 2029. However, if the California Department of Education ("CDE") issues a state foster youth transportation plan prior to the expiration of this Agreement, any party to this Agreement will have thirty (30) calendar days to submit a written request to the other parties to meet and confer in good faith to revise this Agreement in accordance with the state's foster youth transportation plan.

### **Section 9: Confidentiality**

All parties associated with the Agreement agree to abide by all applicable local, State and federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Education Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, Federal Aviation Regulations, and the Healthy Insurance Portability and

Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all students rights provisions are satisfied, and maintaining the confidentiality of patient records.

**Section 10: Indemnity**

Each Party shall indemnify, defend, and hold harmless the other Party and its officers, employees, agents, and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description, brought by any person or persons for or on account of any loss, damage, or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons except such liability caused by sole negligence, active negligence or willful misconduct.

**Section 11: Counterparts**

This agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding on all parties.

**Section 1: Signatures**

Signatures by Department Heads or Authorized Designees:

Roderick Franks, Director  
County of Monterey Department of Social Services

Date

Signed by:

*Jose Ramirez*

6/4/2026 | 12:09 AM PDT

Jose Ramirez, Chief of Probation  
County of Monterey Probation Department

Date

DocuSigned by:

*Deneen Guss*

6/3/2026 | 10:55 AM PDT

Dr. Deneen Guss, Superintendent  
Monterey County Office of Education

Date

DocuSigned by:

*Anne Brenton*

6/4/2026 | 2:34 PM PDT

County of Monterey County Counsel

Date

DocuSigned by:

*Andren Valentine*

6/4/2026 | 4:30 PM PDT

County of Monterey Auditor/Controller

Date

District Signatures (by Superintendent or designee):

Name and Title Alisal School District	Signature	Date
Name and Title Bay View Academy Charter School	Signature	Date
Name and Title Big Sur Unified School District	Signature	Date
Name and Title Bradley Union School District	Signature	Date
Name and Title Carmel Unified School District	Signature	Date
Name and Title Chualar Union School District	Signature	Date
Name and Title Gonzales Unified School District	Signature	Date
Name and Title Graves Unified School District	Signature	Date
Name and Title Greenfield Union School District	Signature	Date
Name and Title International School of Monterey	Signature	Date
Name and Title King City Union School District	Signature	Date

Name and Title Lagunita School District	Signature	Date
Name and Title Learning for Life Charter School	Signature	Date
Name and Title Mission Union School District	Signature	Date
Name and Title Monterey Bay Charter School	Signature	Date
Name and Title Monterey Peninsula Unified School District	Signature	Date
Name and Title North Monterey County Unified School District	Signature	Date
Name and Title Oasis Charter School	Signature	Date
Name and Title Pacific Grove Unified School District	Signature	Date
Name and Title Salinas City Elementary School District	Signature	Date
Name and Title Salinas Union High School District	Signature	Date
Name and Title San Antonio Union School District	Signature	Date

Name and Title San Ardo Union School District	Signature	Date
Name and Title San Lucas Union School District	Signature	Date
Name and Title Santa Rita Union School District	Signature	Date
Name and Title Soledad Unified School District	Signature	Date
Name and Title South Monterey County Joint Union High School District	Signature	Date
Name and Title Spreckels Unions School District	Signature	Date
Name and Title Washington Union School District	Signature	Date

## Appendix A: Definitions

1. **Additional Costs:** Costs incurred in providing transportation to the School of Origin reflect the difference between what a Local Educational Agency (LEA) otherwise would spend to transport a student to his or her assigned school and the cost of transporting a student in foster care to their School of Origin. For example, if the LEA provides transportation through an established bus route, there is no additional cost. If LEA provides special transportation only for the child in foster care (e.g., through a private vehicle or transportation company), the difference between the special transportation costs and the usual transportation costs can be considered additional. If the LEA must re-route buses to transport a child in foster care to one of its schools, the cost of this rerouting can be considered additional cost.

2. **Best Interest Determination:** Under federal and California law, a child in foster care shall remain or enroll in their School of Origin, unless a determination is made that it is not in the student's best interest to attend the School of Origin. Factors to consider when determining if maintaining School of Origin enrollment is in the foster student's best interest include but are not limited to: preferences of the child; preferences of the students parent(s) or education decision maker(s); the students attachment to the school, including meaningful relationships with staff and peers; placement of the students sibling(s); influence of the school climate on the child, including safety; the availability and quality of the services in the school to meet the students educational and socio-emotional needs; history of school transfers and how they have impacted the child; how the length of the commute would impact the student, based on the students developmental stage.

3. **Foster Youth:** Pursuant to recent revisions to EC Section 42238.01(b), the following student and youth are considered "foster youth" for purposes of the LCFF:

- a. A child or youth who is the subject of a petition filed under Welfare and Institutions Code (WIC) Section 300 (meaning a court has taken jurisdiction over a child and declared the child to be a dependent of the court due to the presence or risk of abuse or neglect). This includes both students who are living at home while a dependent of the court as well as student who the court has ordered to be removed into the care, custody and control of a social worker for placement outside the home.
- b. A child or youth who is the subject of a petition filed under WIC Section 602 (meaning a court has taken jurisdiction over a child and declared the child to be a ward of the court due to the student's violation of certain criminal laws) and has been ordered by a court to be removed from home pursuant to WIC Section 727 and placed in foster care as defined by WIC Section 727.4(d).
- c. A youth between ages 18 and 21 who is enrolled in high school, is a non-minor dependent under the placement responsibility of child welfare, probation, or a tribal organization participating in an Agreement pursuant to WIC Section 10553.1 and is participating in a transitional living case plan.

4. DSS: County Child Welfare Services or County Juvenile Probation, whichever has jurisdiction over a foster youth court case.

5. School of Origin: Per California Education Code Section 48853.5 (g), the school that 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 and that the foster child attended within the immediately preceding 15 months, the educational Point of Contact, in consultation with, and with 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 interests of the foster child, the school that shall be deemed the School of Origin.

6. School District of Origin: The District that operates the School of Origin

Appendix B: References

ESSA Foster Care Non-Regulatory Guidance

California Education Code 48853.5

Public Law 114-95

Public Law 110-351.

All County Letter 17-24 (2017)

All County Letter 12-70 (2012)

All County Letter 11-51 (2011)

All County Letter 10-12 (2010)

## 2026-27 Point of Contact

Select District	Mailing Address	City, State Zip
Alisal Union School District	1505 Cougar Dr Rm 39	Salinas, CA 93905
Big Sur Unified School District	69325 Highway 1	Big Sur, CA 93920
Bradley Union School District	PO Box 60	Bradley, CA 93426
Carmel Unified School District	PO Box 222700	Carmel, CA 93922
Chular Union School District	PO Box 188	Chualar, CA 93925
Gonzales Unified School District	PO Box G	Gonzales, CA 93926
Graves Unified School District	15 McFadden Road	Salinas, CA 93926
Greenfield Union School District	493 El Camino Real	Greenfield, CA 93927
King City Union School District	435 Pearl Street	King City, CA 93930
Lagunita School District	975 San Juan Grade Rd	Salinas, CA 93907
Mission Union School District	36825 Foothill Road	Soledad, CA 93960
Monterey Peninsula Unified School District	PO Box 1030	Monterey, CA 93942-1031
North Monterey County Unified School District	10601 McDougall St (FRC Site)	Castroville, CA 95012
Pacific Grove Unified School District	435 Hillcrest Ave	Pacific Grove, CA 93950
Salinas City Elementary School District	840 South Main St	Salinas, CA 93901
Salinas Union High School District	1155 East Alisal St H3	Salinas, CA 93905
San Antonio Union School District	PO Box 5000	Lockwood, CA 93932-5000
San Ardo Union School District	PO Box 170	San Ardo, CA 93450
San Lucas Union School District	PO Box 310	San Lucas, CA 93954-0310
Santa Rita Union School District	57 Russell Road	Salinas, CA 93906-4325
Soledad Unified School District	1261 Metz Road	Soledad, CA 93960
South Monterey County Joint Union High School District	800 Broadway St	King City, CA 93930
Spreckels Union School District	PO Box 37308	Spreckels, CA 93962
Washington Union School District	43 San Benancio Road	Salinas, CA 93908

**Monterey County Office of Education**  
 Foster Youth Services Coordinating Program (MCOE FYSCP)  
**IV-E Education Transportation Reimbursement Request**  
*July 1, 2026 through June 30, 2029*

**QUARTERLY INVOICE**

Bill To: **Monterey County Department of Social Services** Invoice No.: \_\_\_\_\_  
 Attn: Sara Sturtevant, Program Analyst  
 713 La Guardia St  
 Salinas, CA 93905  
 MCOE Foster Youth Services Coordinating Program  
 MC DSS AP - 501-MCDSAccountsPayable@co.monterey.ca.us  
 Sara Sturtevant sturtevant@countyofmonterey.gov

CC: \_\_\_\_\_  
 Invoice Period: \_\_\_\_\_

Remit To: Monterey County Office of Education (MCOE)  
 901 Blanco Circle  
 Salinas, CA 93901

Ref: Agreement No.:

<b>Budget</b>	<b>\$ 150,000.00</b>
<b>Ending Budget Balance from Prior Invoice</b>	<b>\$ 150,000.00</b>
<b>Total of Current Invoice</b>	<b>\$ (20.00)</b>
<b>Total Ending Budget Balance</b>	<b>\$ 149,980.00</b>

Select Drop Down for District	Foster Youth Name	Transportation Period	Vendor	Vendor Invoice #	Transportation Cost	50%		DSS Paid to MCOE
						MCOE Paid		
Alisal Union School District	John Doe	Jan 1 - 21, 2026	MST	MST-1111	\$ 40.00	\$ 20.00		\$ 20.00
Select District								
Select District								
Select District								
Select District								
Select District								
Select District								
<b>TOTAL PROGRAM COST</b>					<b>\$ 40.00</b>	<b>\$ 20.00</b>		<b>\$ 20.00</b>

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract. In addition I certify that the funds paid through this program meet all requirements for matching federal Title IV-E and are not used as match for any other fund source.

Authorized Signature \_\_\_\_\_ Print Name / Title \_\_\_\_\_ Date \_\_\_\_\_

**Approved for Payment:** \_\_\_\_\_

Authorized County Representative \_\_\_\_\_ Print Name / Title \_\_\_\_\_ Date \_\_\_\_\_