

## Procedures for Students in Foster Care: Best Interest Determination

The Every Student Succeeds Act (ESSA) contains key protections for students in foster care that are designed to promote school stability, student success, and collaboration between local education agencies (LEAs) and child welfare agencies.

### Definitions

**"Foster Care"** is defined as 24 hour substitute care for children placed away from their parents or guardians for whom the child welfare agency has placement and care responsibility.

**"School of origin"** is the school in which a child is enrolled at the time of placement in foster care. If a child's foster care placement changes, the school of origin would then be considered the school in which the child was enrolled at the time of the placement change.

### Point of Contact

Upon a student coming into custody or upon a student changing placement while in custody, the DCS Child and Family Team (CFT) will discuss if it is in the best interest of the student to remain in the school of origin. If the team believes that the student should remain in the school of origin, the DCS Point of Contact (the Education Specialist) will notify the Point of Contact for school system to arrange a Best Interest Determination Meeting. This is part of the collaborative process of ESSA and must take place. A description of the process is provided below. **NOTE: Only the Education Specialist should contact the school system regarding keeping students in the school of origin.** The county school system is not expected to communicate with foster parents, parents, family service workers, etc. at the onset of this process.

### Best Interest Determination Process

The DCS Education Specialist will notify the point of contact of the LEA if there is a student who DCS would like to keep in the school of origin, but who will no longer be living in that school's zone. At that point the school system and DCS can schedule a best interest determination team meeting within 5 school days that includes:

- A. The DCS point of contact (DCS POC);
- B. The LEA point of contact (LEA POC);
- C. The educational decision maker for the child or youth; DCS will contact the birth parent)
- D. The school principal of designee; and
- E. Any other key partners for decision making.

At this meeting, the **Best Interest Determination Form** will be completed.

If the team decides it is in the best interest of the student to remain in the school of origin, then the student will be allowed to remain. Transportation to the school of origin should then be discussed by the team (Reference **Transportation to School of Origin Form**).

If the team decides it is not in the best interest of the student to remain in the school of origin, DCS will enroll the student in the new school. If this school is in the same LEA as the school of origin, the child will be enrolled immediately.

## Best Interest Determination Form

### Student Information

School System: \_\_\_\_\_ School of Origin: \_\_\_\_\_ Date: \_\_\_\_\_  
 Student's Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_ Grade: \_\_\_\_\_  
 IDEA/504/EL? \_\_\_\_\_ Primary Contact (Title/Name/Number): \_\_\_\_\_  
 Emergency Phone Contact (Title/Name/Number): \_\_\_\_\_  
 Foster Parent Name: \_\_\_\_\_ Cell # \_\_\_\_\_ Address: \_\_\_\_\_

### I. Determination: Mark either school of origin or school of zone for each.

Consideration Item	School Of Origin	School of Zone	Evidence/Comments
Preference of Youth/Child			
Preference of Education Decision Maker			
Child's or Youth's attachment to school			
Placement of Siblings			
Educational & social emotional needs			
IDEA or 504 needs & supports			
Existing services (Homeless, EL, PreK, sports, etc.)			
Special Academic Needs (EL, etc. )			
Time in route			
Other			

### Final Determination

Student will attend: ☐ School of Zone ☐ School of Origin ☐ Undecided: Refer to dispute resolution team:  
 Explanation for decision: \_\_\_\_\_ Transportation Needed: \_\_\_\_\_  
 School: \_\_\_\_\_ School Address \_\_\_\_\_ School Hours: \_\_\_\_\_  
 Pick up address \_\_\_\_\_ Drop off address \_\_\_\_\_

### II. Signatures

### Contact Info

	DCS POC
	LEA POC
	Educational Decision Maker
	School Principal or Designee
	DCS Case Worker
	Other (DCS or LEA)
	Other (DCS or LEA)

1. If a student exits foster care during the school year, TDOE indicates that districts should allow them to remain in the school of origin at least through the end of the academic year.
2. A district must ensure that students remain in their school of origin while any dispute is being resolved.
3. Methods of transportation and related costs are **NOT** to be considered when determining the best interest.

## Procedures for Students in Foster Care: Transportation

DCS will collaborate with the county school System to ensure that children in foster care needing transportation to the school of origin will promptly receive transportation in a cost-effective manner and in accordance with §475(4)(A) of the Social Security Act (42 U.S.C. 675(4)(A)). If there are additional costs incurred in providing transportation to the school of origin for children in foster care, the ESSA specifies that the County School System will provide transportation if:

- The child welfare agency agrees to reimburse the district for the cost of such transportation\*;
- The district (LEA) agrees to pay the cost of such transportation; or
- The district and the child welfare agency agree to share the cost of such transportation\*.

Transportation needs and possible costs for a student in foster care will be documented on the **Transportation to the School of Origin** form.

DCS will provide transportation during the 5 school days from the time the Education Specialist notifies the LEA's Point of Contact until the Best Interest Determination meeting is held, and for up to 5 additional school days after the Best Interest Determination meeting if the school system needs to make transportation arrangements in order to keep the student in the school origin.

ESSA mandates school stability and transportation necessary to ensure school stability until students exit foster care. The guidance from the Federal DOE strongly urges states to extend these rights until the end of the school year in which the student exits foster care.

**\*(NOTE: Additional costs are defined as the difference between what an LEA otherwise would spend to transport a student to his or her assigned school, and the cost of transporting a child in foster care student to his or her school of origin. DCS representatives (including the education specialists) do not have the authority to approve expenditures for transportation. In keeping with DCS policy, any transportation plan proposed that may include costs to DCS must be approved by the Regional Administrator or designee.)**

## Transportation to School of Origin Form

### Student Information

School System: \_\_\_\_\_ School of Origin: \_\_\_\_\_ Date: \_\_\_\_\_  
Student's Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_ Grade: \_\_\_\_\_  
IDEA/504/EL? \_\_\_\_\_ Primary Contact (Title/Name/Number): \_\_\_\_\_  
Emergency Phone Contact (Title/Name/Number): \_\_\_\_\_

### **I. General Information**

If the student will attend the school of origin, does he or she need transportation other than the regular bus route? Yes No

For students remaining in the school origin, the county school system must provide transportation within 5 school days of the best interest determination when minimal or no "additional costs" are involved.

During the best interest determination (5 school days) and the development of the LEAs permanent transportation plan (5 school days), DCS will provide transportation to the school of origin for the student if there are additional costs to the LEA and/or permanent arrangements need to be made. DCS is responsible for transportation for a maximum of 10 school days.

If there are additional costs\*: ESSA specifies that the county school system will provide transportation if:

- The child welfare agency agrees to reimburse the district for the cost of such transportation;
- The district (LEA) agrees to pay the cost of such transportation; or
- The district and the child welfare agency agree to share the cost of such transportation.

### **II. Transportation Services to be Provided**

Interim transportation to the school of origin during the best interest determination and the development of the permanent transportation plan will be provided in the following manner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Permanent transportation for the student to the school of origin will be provided in the following manner:

- ☐ The LEA will provide transportation. ☐ DCS will provide transportation.  
☐ The LEA and DCS will both provide transportation. ☐ Other: \_\_\_\_\_

Duration of time student will require transportation services: \_\_\_\_\_

If the LEA incurs additional costs\* they will be paid by:

- ☐ The LEA ☐ DCS ☐ The LEA and DCS will share costs.  
☐ Undecided: Refer to dispute resolution team: Comments: \_\_\_\_\_

DCS Authorized Signature (RA or Designee) \_\_\_\_\_ Date: \_\_\_\_\_

LEA Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*For School Systems: Additional costs are defined as the difference between what an LEA otherwise would spend to transport a student to his or her assigned school, and the cost of transporting a child in foster care student to his or her school of origin. Federal guidance permits the use of Title I funds, IDEA funds if the student has an IEP, or McKinney-Vento Funds if the child qualifies under that act. For DCS, Title IV-E maintenance dollars may be used to fund transportation.

## Procedures for Foster Care: Dispute Resolution for Best Interest and/or Transportation

### **Dispute Resolution**

If there is a dispute following the best interest determination meeting or over who will pay the additional costs for transportation, the dispute resolution team will meet. Members of the county school system and DCS will be included in the discussion.

Dispute Resolution Team Members:

DCS Director of Education

DCS Point of Contact

DCS Central Office Consultant

LEA Point of Contact

Other LEA Team Member

Other LEA Team Member

**A Dispute Resolution Process — Best Interest Determination form and/or a Dispute Resolution Process — Transportation form should be completed at the meeting.**

## Dispute Resolution Process—Best Interest Determination

### Student Information

School System: \_\_\_\_\_ School of Origin: \_\_\_\_\_ Date: \_\_\_\_\_

Student's Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_ Grade: \_\_\_\_\_

IDEA/504/EL? \_\_\_\_\_ Primary Contact (Title/Name/Number): \_\_\_\_\_

Emergency Phone Contact (Title/Name/Number): \_\_\_\_\_

The LEA Point of Contact and the DCS Point of Contact will notify the dispute resolution team members of their respective agencies within two school days of a referral. The dispute resolution team will meet within two school days of the notification. Meetings may take place in person or via phone, computer, etc.

DCS has agreed to provide transportation for a maximum of 10 school days during the best interest determination and during pending arrangements by the LEA for transportation. If the 10 school day limit has not been met, DCS will provide transportation to the school of origin until the time limit expires. The LEA will then provide transportation to the school of origin until the dispute is settled.

Team Members from DCS will include the DCS Director of Education, the DCS Point of Contact, DCS Central Office Consultant, the LEA Point of Contact, and other members selected by the LEA.

### **I. LEA Concerns**

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### **DCS Concerns**

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III. Team's Final Decision: Student will attend: ☐ School of Zone ☐ School of Origin

IV. Comments/Special Conditions

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### **V. Team Members**

Signatures

Date

DCS Director of Education

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DCS Point of Contact

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DCS Central Office Consultant

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LEA Point of Contact

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Other LEA Team Member

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Other LEA Team Member

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## Dispute Resolution Process—Transportation

### Student Information

School System: \_\_\_\_\_ School of Origin: \_\_\_\_\_ Date: \_\_\_\_\_

Student's Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_ Grade: \_\_\_\_\_

IDEA/504/EL? \_\_\_\_\_ Primary Contact (Title/Name/Number): \_\_\_\_\_

Emergency Phone Contact (Title/Name/Number): \_\_\_\_\_

The LEA Point of Contact and the DCS Point of Contact will notify the dispute resolution team members of their respective agencies within two school days of a referral. The dispute resolution team will meet within two school days of the notification. Meetings may take place in person or via phone, computer, etc.

DCS has agreed to provide transportation for a maximum of 10 school days during the best interest determination and during pending arrangements by the LEA for transportation. If the 10 school day limit has not been met, DCS will provide transportation to the school of origin during the dispute resolution until the 10 school day time limit expires. The LEA will then provide transportation to the school of origin until the dispute is settled.

Team Members from DCS will include the DCS Director of Education, the DCS Point of Contact, DCS Central Office Consultant, the LEA Point of Contact, and other members selected by the LEA.

**I. LEA Concerns**

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**II. DCS Concerns**

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**III. Team's Final Decision**

Permanent transportation for the student to the school of origin will be provided in the following manner:

- ☐ The LEA will provide transportation. ☐ DCS will provide transportation. ☐ DCS and the LEA will both provide transportation.  
☐ Other: \_\_\_\_\_

Duration of time student will require transportation services: \_\_\_\_\_

If the LEA incurs additional costs they will be paid by:

- ☐ The LEA ☐ DCS ☐ The LEA and DCS will share costs.

**IV. Comments/Special Conditions**

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**V. Team Members**

DCS Director of Education

DCS Point of Contact

DCS Central Office Consultant

LEA Point of Contact

Other LEA Team Member

Other LEA Team Member

Signatures

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Date

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