

MEMORANDUM OF AGREEMENT BETWEEN
THE ANCHORAGE SCHOOL DISTRICT
AND THE STATE OF ALASKA OFFICE OF
CHILDREN’S SERVICES

1. PARTIES

1.1. The parties to this Memorandum of Agreement (“MOA”) are the Anchorage School District (“the District”), and the State of Alaska Office of Children’s Services (“OCS”), herein referred to individually as “party” and collectively as “parties”.

2. PURPOSE

2.1. The purpose of this agreement is to set forth guidelines, procedures and reimbursement policies for transporting District students that are placed in the care of OCS to and from their school of origin. This agreement serves to satisfy sections of the Every Student Succeeds Act (“ESSA”) requiring local school districts and child welfare agencies to collaborate to ensure the educational stability of children and youth in foster care. As written in ESSA, both parties agree to the following:

- 2.1.1. Foster youth are enrolled or remain in their school of origin, unless a determination is made that it is not in their best interest.
- 2.1.2. The determination will be based on best interest factors including consideration of the appropriateness of the current education setting and the proximity to the school in which the child is enrolled at the time of placement.
- 2.1.3. When a determination is made that it is not in the best interest of the child to remain in the school of origin, the child will be immediately enrolled in a new school.
- 2.1.4. The District understands supporting school stability for students in foster care aligns with Destination 2020, the District’s strategic plan.

3. GENERAL

3.1. District responsibilities:

- 3.1.1. The District’s Child in Transition (“CIT”) Program will be the main Point of Contact (“POC”) for OCS regarding coordination and details of subject MOA.
- 3.1.2. The District will manage and take action regarding the following four specific areas covered by the MOA: Notification, Transportation Mode Determination, Transportation Implementation, and Payment.

3.2. The District and OCS Agree:

- 3.2.1. **Notification:** Once OCS identifies a student in need of out-of-zone school of origin transportation, an OCS Transportation Referral will be fully completed and submitted to the District’s CIT office. CIT will confirm receipt of referral to appropriate OCS POC.
- 3.2.2. **Transportation Mode Determination:** CIT will arrange for school of origin transportation using the same guidelines used for transporting the District’s homeless students. As is always the case, a District school bus is the preferred mode of transportation, but it is not always available or appropriate. The District is

solely responsible for determining if a bus is utilized to transport a student in foster care. OCS will communicate to CIT if a student can be transported to and/or from school in the personal vehicle of the foster parent or another adult at placement. CIT will select a taxicab only if a District bus is not available and transportation by personal vehicle is not possible. Once a mode is determined, pertinent information will be communicated to the OCS POC. If the mode is changed at any time due to the District's needs, the change will be communicated to the OCS POC. If OCS determines a change to the transportation plan is needed (address change, vehicle availability), OCS will contact the District's CIT office.

- 3.2.3. **Transportation Implementation:** Once the District has determined the mode of transportation utilized, CIT staff will implement the following transportation plan:
 - 3.2.3.1. **District Bus:** CIT staff will provide OCS the details of District busing including, start date, pick-up and drop-off times, location, and District busing guidelines. Any changes to pick-up or drop-off locations or time changes greater than 5 minutes will also be relayed to OCS.
 - 3.2.3.2. **Taxicab:** CIT staff will provide OCS the details of taxicab transportation including, pick-up and drop-off times, locations, and the District's taxicab guidelines for parents and students. Any changes to pick-up or drop-off times will be relayed to OCS.
 - 3.2.3.3. **People Mover Bus:** CIT staff will provide OCS with bus route number and pick-up and drop-off locations and times.
 - 3.2.3.4. **District Contract Bus:** CIT staff will provide OCS the details of the District's busing including, start date, pick-up and drop-off locations, times, and the District's busing guidelines. Any changes to pick-up or drop-off locations and any time changes greater than 5 minutes will be relayed to OCS.
- 3.2.4. OCS will provide CIT with appropriate contact information for transportation needs. This includes the following:
 - 3.2.4.1 Names and phone numbers of adults at placement location.
 - 3.2.4.2 Names and phone numbers of caseworker, supervisor, and OCS school liaison.
 - 3.2.4.3 Contact information is critical for transportation. It is District policy that if a student is not picked up by parent or guardian or approved adult contact after school, the Anchorage Police Department will be contacted.
- 3.2.5. District transportation guidelines must be followed by students at all times. Transportation may be discontinued if policies are not followed.

4. PAYMENT

- 4.1.1. It is estimated that the annual cost for home to school transportation (taxicabs, People Mover bus passes, and District contract buses) for students in foster care is \$100,000-\$150,000. This is the first year of implementation, so the estimate may vary significantly higher or lower. CIT utilized past costs for students in foster care that qualified for CIT services, not including any non-CIT eligible students in

foster care. In addition to the direct cost of providing transportation, there are indirect costs of staff time (arranging transportation, providing details of transportation plan, and managing day-to-day implementation of transportation plans). The District estimates 0.50 FTE is required to implement this MOA in addition to administrative costs of 10% of the total amount. The District agrees to continue to contribute \$50,000 annually to support this transportation. Moreover, the District agrees to not bill for students that utilize District buses to get to and/or from their school. This amount is based on the annual cost of transporting students in foster care, which were formerly eligible for CIT services. OCS will cover any additional costs incurred by the District to provide school of origin transportation for students in foster care. Specifics of monetary transfer are detailed below:

- 4.1.1.1. **Start of School Year:** At the start of the school year (or beginning of agreement), OCS will prepay the District for \$30,000 of the total cost of transporting students to and from school.
- 4.1.1.2. **Monthly Billings:** the District will bill OCS monthly for the actual cost of transportation (taxicabs, People Mover bus passes, District contract buses, but not District school buses) as well as 1/12 the cost of the 0.50 FTE and the associated 10% administration fee. Monthly bills will show a negative balance until the District's \$50,000 contribution and OCS's \$30,000 prepayment are fully expended.
- 4.1.1.3. **Pro-Rated for Partial Year:** For January 2017 thru June 2017, the District's contribution is prorated to \$25,000.

5. TERM; TRANSFERABILITY; AMENDMENTS; TERMINATION

- 5.1. This agreement and any amendments thereto shall be effective upon full execution by both parties.
- 5.2. This agreement is valid from date of signature until June 30, 2017 and covers regular school year transportation and summer school transportation if needed.
- 5.3. This agreement is non-transferable and may be amended by mutual consent of both parties. All amendments must be in writing signed by both parties. Both parties agree that either party can terminate this agreement with 30 days written notice.

6. MISCELLANEOUS PROVISIONS

- 6.1. **Notices.** All notices or other written communication required or permitted to be given under any provision of this agreement shall be deemed to have been given by the notifying party if mailed by certified mail, return receipt requested, to the receiving party addressed to its mailing address.
- 6.2. **Non-Waiver of Rights.** The failure of either party to insist upon performance of any provision of this agreement, or to exercise any right, remedy or option provided herein, shall neither be construed as a waiver of the right to assert any of the same or to rely on any such terms or conditions at any time thereafter, nor in any way affect the validity of this agreement.

- 6.3. **Severability.** If any covenant, condition, term, or provision contained in this agreement is held or determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such covenant, condition, term, or provision shall be severed from this agreement, and the remaining covenants, conditions, terms and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.
- 6.4. **Applicable Law.** This agreement shall be governed by and construed under the laws of the State of Alaska, without regard to its laws relating to conflict of laws.
- 6.5. **Interpretation.** The captions and headings used in this agreement are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this agreement. Each party has read and agreed to the specific language of this agreement; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.
- 6.6. **Counterparts.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6.7. **Third Party Beneficiaries.** This agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this agreement.
- 6.8. **Force Majeure.** None of the parties hereto shall be liable to the other for any and all losses, damages, costs, charges, counsel fees, payments, expenses or liability due to delay or interruption in performing its obligations hereunder, and without the fault or negligence of such party, due to causes or conditions beyond its control including, without limitation, labor disputes, riots, war and war-like operations including acts of terrorism, epidemics, explosions, sabotage, acts of God, failure of power, fire or other casualty, or natural disasters.
- 6.9. **Limitation of Liability.** In no event shall any party be liable to another party for any punitive, exemplary, special, indirect, incidental or consequential damages arising out of or relating to this agreement, or the performance of services under this agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.
- 6.10. **Entire Agreement.** This written agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No prior or contemporaneous statement or representation, whether oral or written, has been relied upon by the parties, except as expressly stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective as of the date set forth above.

ANCHORAGE SCHOOL DISTRICT
 By _____
 Thomas J. Roth
 Chief Operating Officer

OFFICE OF CHILDREN’S SERVICES
 By _____
 Shawnda O’Brien
 Assistant Commissioner