

## INTERAGENCY AGREEMENT

### Transportation Plan to Ensure School Stability for Students in Foster Care

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#### Parties to the Agreement:

Local Education Agency (LEA) Jefferson County Public Schools, JCPS

- ESSA Point of Contact: Giselle Danger-Mercaderes [giselle.danger-mercaderes@jefferson.kyschools.us](mailto:giselle.danger-mercaderes@jefferson.kyschools.us) and Anissa Lanier [anissa.lanier@jefferson.kyschools.us](mailto:anissa.lanier@jefferson.kyschools.us)> 502-485-3650
  - Transportation Office contact : Tonya Clinkscales [Tonya.clinkscales@jefferson.kyschools.us](mailto:Tonya.clinkscales@jefferson.kyschools.us) 502-485-3470]

Local Child Welfare Agency (CWA): Department for Community Based Services (DCBS)

- ESSA DCBS Statewide Point of Contact: Angela Winkfield [angelal.harris@ky.gov](mailto:angelal.harris@ky.gov) 502-564-2174 ext. 3555
- Jefferson County Regional Point of Contact: Crystal Wilder [crystal.wilder@ky.gov](mailto:crystal.wilder@ky.gov) 502-595-3110 ext. 5377
- Child Welfare Agency Director or Designee: Kelli Root [kelli.root@ky.gov](mailto:kelli.root@ky.gov) 502-564-2147 ext. 3551

#### Notification to LEA of Best Interest Decision and Identifying Students Who Need Transportation

The parties agree to use the following mechanism for: DCBS staff will use online JCPS application to identify students who have been placed in foster care or had a placement change. In using this application, staff can identify students who are in need of transportation to the school of origin or in need of a best interest determination meeting.

**Identification of Students in Foster Care:** The CWA will identify for the LEA when a child is attending or is to be enrolled at the LEA and is placed in foster care or changes a living placement in foster care as follows: DCBS staff will use the online JCPS notification application on the day that a student enters foster care or changes foster care placement. If it is after business hours, notification will be made the next business day.

**Request to Participate in Best Interest Determination:** The CWA will notify the LEA immediately upon learning that a student attending the LEA has been placed in care or will be moved to a new home placement that is located outside the LEA catchment area and a best interest decision must be made.

**Notice of Final Best Interest Decision:** When it is determined that it is in a student's best interest to remain in his/her school of origin after changing foster care placement to a residence outside the Jefferson County Public Schools district, the CWA must notify the LEA of the final decision. This notice triggers the need for the parties to collaborate under the agreement terms and procedures to establish the most cost-effective transportation procedures available for the student.

#### Definitions and Scope

The parties agree to the following definitions as part of this agreement:

**"Additional costs"** are costs of transportation that exceed what the LEA would otherwise pay to transport the student to school if the student were not in foster care.

**"Best interest determination"** refers to the outcome of a process facilitated by the Department for Community Based Services, in accordance with KRS 199.802, to determine whether it is in a child or youth's best interest to remain in the school of origin or, alternatively, transfer to a new school.

**"Caregiver"** for purposes of this Agreement, refers to any approved, non-professional adult who accepts the responsibility of transporting the student to school, including but not limited to a foster parent, kinship caregiver, custodial or non-custodial parent, non-custodial kin, older sibling, etc. The term is used broadly to describe persons who may be reimbursed for their mileage or public transit fares pursuant to this Agreement.

**“Child in foster care”** includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility, including those attending a public preschool.

**“Foster Care”** has the same meaning as defined by 45 CFR § 1355.20, which is “24-hour substitute care for children placed away from their parents or guardians and for whom the Title IV-E agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State, Tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made.”

**“Immediate Enrollment”** means attending and meaningfully participating in school by the date designated in the student’s best interest determination.

**“Local Educational Agency”** (LEA) means the local public school district. Individual schools are part of their respective LEAs.

**“Out-of-home placement”** for purposes of this Agreement is interchangeable with “foster care.” See definition of “foster care.”

**“School of origin”** has the same meaning as in KRS 199.802 “the public school in which the child was enrolled immediately prior to placement.” If the student’s foster care placement changes, the school of origin is the school in which the student is enrolled at the time of the change in placement.

**“Student”** for purposes of this Agreement includes all school-aged children and youth who are in foster care for one or more days of an academic term, regardless of Title IV-E eligibility or out-of-home placement type (see definition of “foster care” above), including those attending a public preschool. A school-aged child or youth is considered a “student” even if they have not been enrolled in or attending school.

The parties agree to the following scope of this agreement:

### **Duration of Transportation**

1. Transportation will be provided for the duration of the child’s time in foster care as long as it continues to be in the child’s best interest.
2. If a child exits foster care before the end of a school year, the transportation arrangement will be maintained through the end of the school year to maintain the child’s educational stability.

### **Preschool Students within the LEA**

Transportation needs of preschool students within the LEA will be addressed as follows Early Childhood Education students attending a publicly funded early childhood program are also eligible to receive transportation to the school of origin when it is in their best interest to remain in the school of origin

### **How Transportation Will Be Provided, Arranged, and Funded**

In addition to ESSA and Fostering Connections, the following state law and/or policy provides guidance on addressing transportation in our jurisdiction: KRS 199.802

### **General**

1. Transportation Already Addressed through Other Means: Transportation is already addressed through other laws/requirements (i.e., part of child’s IEP; eligible under McKinney Vento). The LEA will assess whether the child is entitled to transportation services under another entitlement, including experiencing homelessness or as a related service under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act. The LEA will provide transportation funded by the LEA if the

student is eligible under the McKinney-Vento Act or the IDEA.

2. Not Limited by What is Offered to Other Students: The fact that an LEA does not provide transportation for children who are not in foster care does not exempt the LEA from ensuring transportation for children in foster care when in their best interest.
3. Interim transportation should be addressed to ensure no delays for the student in foster care while transportation is being worked out between the parties. The LEA will have 5-7 days to put transportation in place. During those 5-7 days, the CWA will provide transportation during the interim.

### No- or Low-Cost Options

1. JCPS will examine existing transportation options available for the student, including incorporating the student into an existing bus route, modifying an existing bus route or other no-or low-cost options. Transportation will be provided and funded by JCPS if this type of solution is available.

### “Additional Costs”

When other options are exhausted, and transportation will require “additional cost,” develop written transportation procedures, which can include the following steps to address and minimize costs:

School District Van or DEP assigned bus. If there is space and route availability on a school district van or DEP bus, and student cannot be served by option 1 or 2, student will be transported via this option. Additional cost to transport will be calculated by mileage and hourly rate of employee transporting student. The rate that it costs to transport any student will be deducted from this total. DCBS agrees to cover any additional cost. An approved individual transportation plan must be on file and signed by both LEA liaison and CWA liaison.

The following formula shall be used to calculate additional cost:

Actual Cost LEA is Paying		Cost of Additional Route	
Total Round Trip Base Route		Total Round Trip Additional Route	Additional Route
Miles	(text)	Miles	(text)
		Total cost per day (# of miles X cost per mile)	\$
		Total cost per billing cycle (total cost per day X number of days)	\$
		Total Additional Route Cost	\$

Caregiver. The preferred immediate transportation option is for the student’s caregiver or another appropriate adult (such as non-custodial parents, kin, a mentor, or a CASA volunteer) to provide transportation with mileage reimbursement.

- DCBS caseworker must coordinate with caregiver to arrange transportation under this option.
- If caregiver transportation is an option, DCBS accepts sole responsibility for the costs of caregiver mileage reimbursement to the school of origin. The DCBS caseworker is responsible for arranging this with the caregiver.

Public Transportation. If public transportation is an appropriate option, the student may take public transportation to school.

- The DCBS caseworker must work with the caregiver and student to identify a public transportation route.

- DCBS and JCPS agree to share responsibility for the costs of public transportation, including the fares for an adult chaperone if necessary

DCBS or School District Staff. DCBS and School District points of contact must coordinate to select and arrange ongoing transportation with the employee(s). JCPS accepts responsibility for paying JCPS staff to transport student. DCBS assumes responsibility of paying for DCBS staff to transport student.

Third-Party Private Provider. DCBS and School District points of contact must coordinate to select and arrange ongoing transportation with the provider. DCBS agrees to cover any additional cost.

If remaining costs cannot be addressed above or through other cost-effective solution, one of the following options must be implemented:

\_\_\_ Child welfare agency agrees to pay additional costs.

\_\_\_ LEA agrees to pay additional costs.

\_\_\_ The CWA and LEA will share the additional costs in the following way. (Consider sharing based on distance or time, or splitting the costs evenly unless parties can agree to another cost-sharing arrangement.) DCBS and JCPS will share the costs evenly

## Resolving Disputes

1. If the LEA and CWA cannot resolve a dispute about transportation costs, the following mechanism will be used and these steps will be taken to ensure prompt School of Origin transportation: [The student will be transported via low-cost and appropriate option as described above while dispute is resolved.]
2. While a dispute is pending, the LEA must ensure transportation is provided or arranged for the child.

## Other Considerations

**How Parties Will Coordinate when other School Districts are Involved:** Parties will coordinate with the district points of contact in each county which can be found on the Kentucky Department of Education website

**How this Agreement Applies to Other Child Welfare Agencies with Students in the LEA** This agreement applies to any student who meets the federal definition of “foster care” as described above, regardless of placement agency]

These transportation procedures were agreed to on the following date: [Click here to enter text.]

Authorized Signature for [Local Education Agency] \_\_\_\_\_

Authorized Signature for [Child Welfare Agency] \_\_\_\_\_