

## **Interagency Transportation Agreement**

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

#### **Parties to the Agreement:**

##### **Boone County Schools**

- ESSA Point of Contact: Mr. Mark Raleigh/ 859-283-3217
- ESSA Point of Contact: Ms. Kathy Reutman/ 859-334-3790
- Transportation office contact: Mr. Bob Barrix/ 859-384-5340

Child Welfare Agency (CWA) Department of Community Based Services, Cabinet for Health and Family Services Division of Protection and Permanency Boone County

- Boone County DCBS ESSA Point of Contact: Tracy Bischoff/859-496-4234
- Northern Bluegrass Child Welfare Agency (CWA) Director: Ms. Kelly Skerchock/859-283-3152
- Statewide Director of Service Regions: Ms. Kathleen Mullins/502-564-3703 ext. 3836

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

The parties agree to use the following procedures for the notification to Boone County Schools of best interest and Identification of students who need transportation.

- DCBS staff will meet with Boone County School District to identify students who have been placed in foster care or had a placement change.
- The CWA will identify for BCS 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 contact Boone County School District foster care point of contact on the day a student enters foster care or changes foster care placement. If it is after business hours, notification will be made the next business day.
  - The CWA will notify the BCS immediately upon learning that a student attending the BCS has been placed in care or will be moved to a new home placement that is located within the district or outside the BCS and a best interest decision must be made.
  - When it is determined that it is in a student's best interest to remain in their school of origin after changing foster care placement to a residence outside the BCS district, the CWA shall notify the BCS 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 (BID)"** 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. Boone

**Revised 02/20/2023**

## **Interagency Transportation Agreement**

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

County Schools and child welfare agencies (CWAs) ensure that BID meetings occur when a student enters foster care and changes residences within the same district. A BID meeting will be held when the student moves into the attendance area of another school within the Boone County School district.

**"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, childcare 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**

Transportation will be provided for the duration of the child's time in foster care if it continues to be in the child's best interest.

**Revised 02/20/2023**



## **Interagency Transportation Agreement**

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

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 BCS 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 area: KRS 199.802

#### **General**

- If transportation is already addressed through other laws/requirements (i.e., part of child's IEP). The BCS will provide transportation funded by the BCS if the student is covered by any of the above services.
- The fact that the BCS may not provide transportation for children who are not in foster care does not exempt the BCS from ensuring transportation for children in foster care when in their best interest.
- **Interim transportation** shall be addressed to ensure no delays for the student in foster care while transportation is being worked out between the parties. The BCS will have 5 days to put transportation in place. During those 5 days, the CWA will provide transportation during the interim.
- BCS will examine existing transportation options available for the student, including incorporating the student into an existing bus route, modifying an existing bus route, foster or family member will transport or other **no-or low-cost options**. Transportation will be provided and funded by Boone County School District 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:

- The Parties will assess whether the child's transportation expenses may be covered by other state or local funds.
- If the student is eligible for Title IV-E funds, Title I, Part A funds, general funds, the CWA will seek reimbursement for the allowable portion of those transportation costs.
- The CWA will assess whether resources are available for foster parents to provide transportation with mileage reimbursement or other adult ride share to BCS or to a stop on an BCS 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.

## **Interagency Transportation Agreement**

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

- 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.

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.

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

\_\_\_\_\_ The CWA and BCS will share the additional costs in the following way. DCBS and BCS will share the costs evenly.

### **Resolving Disputes**

If the BCS and CWA cannot resolve a dispute about transportation costs, the student will be transported via low-cost and appropriate option as described above while dispute is resolved.

While a dispute is pending, the BCS shall ensure transportation is provided or arranged for the student.

### **Dispute Resolution**

Following are the steps in the dispute resolution process.

The timeline within which all components of the dispute process must occur is 7 (seven) school days.

Every effort shall be made and documented to resolve disputes.

If a complaint arises about services or placement of a foster student, the BCS point of contact shall inform the representative of the foster student of their rights under this process and the ESSA.

- The child shall remain enrolled throughout the dispute process.
- The BCS point of contact and the CWA local point of contact shall work together to make decisions and will document this and all subsequent communications, determinations, and evidence.
- A copy of the determination will be provided to the complainant.
- The BCS point of contact will ensure that the Superintendent of Schools or designee is made aware of all details of the dispute, as needed.
- The CWA point of contact will ensure that the LCWA next line of supervisor is made aware of all details of the dispute, as needed.
- If the complaint is not resolved, the complainant will be advised to present a written request for a formal dispute resolution to KDE.
- The BCS point of contact shall assist the representative in completing this request, including an indication of the specific point at issue.

### **Other Considerations**

**Revised 02/20/2023**

## Interagency Transportation Agreement

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

**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 federal definition of "foster care" as described above, regardless of placement agency.

Authorized Signature for (Boone County Schools)



Authorized Signature for (Superintendent)

\_\_\_\_\_

Authorized Signature for (School Board Chairperson)



Authorized Signature for (Child Welfare Agency)

\_\_\_\_\_



**Boone County Schools**  
**Transportation plan to ensure stability for students in foster care**  
**Individual Student Plan**

Student Name \_\_\_\_\_ DOB \_\_\_\_\_

Address \_\_\_\_\_ School \_\_\_\_\_

Foster parent contact information \_\_\_\_\_

Transportation to be provided \_\_\_\_\_

Interim transportation, as needed \_\_\_\_\_

Transportation start date \_\_\_\_\_

Revised 02/20/2023

**Interagency Transportation Agreement**  
**Transportation Plan to Ensure School Stability for Students in Foster Care**

Funding for transportation \_\_\_\_\_

If additional costs cannot be addressed per the interagency agreement the following X option(s) will be implemented:

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

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

\_\_\_\_ The CWA and BCS will share the additional costs in the following way

Discussion, as appropriate \_\_\_\_\_

Authorized Signature for BCS \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature for DCBS \_\_\_\_\_ Date \_\_\_\_\_

Foster Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Student Signature, as appropriate \_\_\_\_\_ Date \_\_\_\_\_

Other \_\_\_\_\_ Date \_\_\_\_\_

Revised 02/20/2023