

**DATE:**

September 12, 2024

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the Transportation Agreement between Kenton County School District and the Department of Community Based Services

**APPLICABLE BOARD POLICY:**

09.12: Admission and Attendance

**HISTORY/BACKGROUND:**

KRS 199.802 requires the Local Education Agency to coordinate with the Department of Community Based Services to determine placement/enrollment of students placed in foster care in school that is determined to be in the best interest of the student. LEAs are also required to immediately enroll foster students upon notification of their placement or placement change and provide transportation to and from school. DCBS will reimburse the LEA for transportation costs above and beyond the normal transportation expense for transporting all other students. KCDS will invoice DCBS for reimbursement based on the approved rate for the transportation method provided. This agreement will allow for the district to seek reimbursement for expenses incurred by the KCSD transportation department beyond regular transportation routes.

**FISCAL/BUDGETARY IMPACT:**

NA. See Reimbursement Rate.

**RECOMMENDATION:**

Approval the Transportation Agreement between Kenton County School District and the Department of Community Based Services.

**CONTACT PERSON:**

Todd Dupin, Director of Pupil Personnel

  
Principal/Administrator

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.  
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY  
BOARD OF EDUCATION**

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**Dr. Henry Webb, Superintendent**

**INTERAGENCY AGREEMENT**

Transportation Plan to Ensure School Stability for Students in Foster Care

**Parties to the Agreement:**

Local Education Agency (LEA): Kenton County School District

- ESSA/Foster Care Point of Contact: Kelly Blevins, [kelly.blevins@kenton.kyschools.us](mailto:kelly.blevins@kenton.kyschools.us)
- ESSA/Foster Care Point of Contact: Todd Dupin, [geoffrey.dupin@kenton.kyschools.us](mailto:geoffrey.dupin@kenton.kyschools.us)
- Transportation Office Contact: Jim Hale, [jim.hale@kenton.kyschools.us](mailto:jim.hale@kenton.kyschools.us)

Local Child Welfare Agency (CWA):

- DCBS ESSA Point of Contact: Jennifer Workman, [jenniferc.workman@ky.gov](mailto:jenniferc.workman@ky.gov)
- Child Welfare Agency Director: Kelly Skerchock, [kellym.skerchock@kyc.gov](mailto:kellym.skerchock@kyc.gov)

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

DCBS staff will meet with personnel from Kenton County School District to identify students who have been placed in foster care or had a placement change.

**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 contact the Kenton 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.

**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 between the CWA and LEA.

**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 Kenton County School 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, placement 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 the of an adoption, or whether there is Federal matching of any payments that are made."

**"Immediate Enrollment"** means attending 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 as long as it continues to be in the child's best interest. All other provisions of this agreement will remain in effect.



### **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; etc.). 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 covered by any of the above services. The student's Admissions and Release Committee will review the terms of the special transportation in the student's IEP to determine if the originally agreed upon special transportation is considered to be reasonable and feasible and adjusted as necessary by the committee.
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 5-10 days to put transportation in place. During those 5-10 days, the CWA will provide transportation during the interim.

### **No- or Low-Cost Options**

The LEA will examine existing transportation options available for the student, including incorporating the student into an existing bus route, possibly with another school district, modifying an existing bus route, TANK service, or other no- or low-cost options. Transportation will be provided and funded by the Kenton 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:

1. The parties will assess whether the child's transportation expenses may be covered by other state or local funds.
2. If the student is eligible for Title IV-E funds, the CWA will seek reimbursement for the allowable portion of those transportation costs.
3. The CWA will assess whether resources are available for foster parents to provide transportation with mileage reimbursement or other adult rideshare to LEA or to a stop on an LEA existing route.
4. The preferred immediate transportation option is for the student's caregiver or another appropriate adult (such as non-custodial parents, kin, a mentor) to provide transportation with mileage reimbursement.

- DCBS caseworkers must coordinate with a 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.

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. DCBS and LEA 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 the 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 School District point of contact.

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.

### **Annual Renewal**

The terms of this agreement will be reviewed and revised as necessary annually.

These transportation procedures were agreed to on the following date:

Authorized Signature

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District Superintendent

Authorized Signature

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Northern Bluegrass Service Region Department for Community Based Services