

Foster Care Transportation Agreement Guidance

School of Origin Transportation Requirement

Requirements under Title I, Part A of the Every Student Succeeds Act (ESSA) are intended to ensure educational stability for children in foster care. To minimize educational disruption, specialized transportation arrangements may be needed for some students in foster care to remain in the school they currently attend (also known as the school of origin or SOO). ESSA requires LEAs receiving Title I, Part A funds to collaborate with child welfare agencies to provide, arrange and fund transportation for children in foster care to the SOO (when in their best interest to remain in the SOO) for the duration of their time in foster care. The local educational agency (LEA) and CWA must establish formal, clearly written procedures to ensure that youth in foster care can remain in their school of origin per ESSA 1112(c)(5).

Those procedures must ensure that:

- Students in foster care needing transportation will receive it promptly, in a cost-effective manner and in accordance with section 475(4)(A) of the Social Security Act (ESSA 1112(c)(5)(B)(i)); and
- If there are additional costs incurred, the LEA will provide transportation if –
 - The local child welfare agency agrees to reimburse the costs;
 - The LEA agrees to pay the costs; or
 - The LEA and child welfare agency agree to share the costs.

Purpose of this Document

This document provides guiding questions to help LEAs develop written transportation procedures (also referred to as the transportation agreement) in collaboration with local CWAs for students in foster care as required by ESSA. Each section of this document corresponds to a section that should be included in the transportation agreement. The information and essential questions are designed to provide guidance on what to include in the agreement. For additional information on ensuring educational stability for children and youth in foster care, please refer to the Kentucky Department of Education (KDE) [Foster Care Handbook](#).

Using KDE's Transportation Agreement Template

Although not required, KDE's [Foster Care Transportation Agreement Template](#) is available to be customized by LEAs and CWAs by completing all highlighted fields. When used in conjunction with this guidance document, the template is designed to help ensure all required information is included in the transportation agreement. Please note that removing information and/or not completing highlighted fields could result in the agreement not meeting the requirements of ESSA. Districts and CWAs may agree to add information at their discretion.

Applicable Students

The school of origin (SOO) transportation requirements apply to students who are placed in foster care or who are already in foster care and experience a placement that results in the student residing in a different school attendance area. The U.S. Department of Education's

[Ensuring Educational Stability and Success for Students in Foster Care Non-Regulatory Guidance](#)

explains that children in trial reunification with their parents(s) are included in the definition of “foster care” as long as the CWA retains placement and care responsibility. If the LEA offers a public preschool, the district must ensure that transportation needs of preschool students in foster care are addressed within the agreement. Please note that the LEA is required to provide transportation to the SOO for students in foster care regardless of whether the LEA provides transportation for students not in foster care.

I. Notification and Identification Procedures

The agreement must describe the detailed (step-by-step) procedure the LEA and CWA have established to inform the LEA when a student enters foster care or experiences a change in foster care placement.

Essential questions to consider when developing this section include:

- To whom will the notification be sent (e.g. the foster care point of contact (POC), the child’s SOO principal)?
- What information will be included in the notification?

II. Best Interest Determination (BID) Process

The agreement must describe the BID process timeline, possible BID meeting participants and factors that will be considered during the BID meeting.

Essential questions to consider when developing this section include:

- Within how many days will the BID meeting occur? KDE recommends within 3 business days and, when possible, before a planned placement change.
- Who will be responsible for scheduling and inviting relevant parties? KDE recommends the district foster care POC initiate, arrange and lead the BID meeting.
- Who should be included as potential BID meeting attendees? For example: representatives from the SOO, such as a teacher, counselor, coach, or other meaningful person in the student’s life, biological parents, foster care parents, the students’ relatives and the student if appropriate.
- What are the student-centered factors that will be used to determine what is in a student’s best interest? Refer to question E-5 of the [Non-Regulatory Guidance for Ensuring Educational Stability and Success for Students in Foster care](#) and/or [KRS 199.802](#) for potential factors to include. Please note that transportation cost and administrative burden for LEAs and CWAs should not be considered during the BID process.

III. Ensuring Educational Stability

To ensure educational stability, a student in foster care must remain in their school of origin until the LEA, in collaboration with the child welfare agency, completes the BID process and determines that it is in the student’s best interest to attend a different school. (See ESEA section

1111(g)(1)(E)(i)). The transportation agreement must include language that informs decision makers of the child's educational rights and encourages educational stability.

For example, adding the following (or similar) statement further clarifies educational stability is the priority of all participating parties: "The local child welfare agency and the [LEA name] shall jointly ensure that the federal educational stability requirements are met. Members of the best interest determination (BID) meeting will operate under the presumption that remaining in the school of origin is in the child's or youths best interest, unless the BID suggests that attending another school, including a school the student attended previously, is in the student's best interest."

IV. Providing Transportation

The agreement must explain how transportation will be promptly provided to students in foster care. In the agreement, describe the detailed (step-by-step) procedure the LEA and CWA will follow to promptly provide transportation for youth in foster care.

Essential questions to consider when developing this section include:

- What low-cost or no-cost options are available for transportation of students in foster care (e.g., existing bus routes, modification to an existing bus route, district-owned vehicle, contracted services, public transportation, taxi, private transportation company, etc.)? Please list all available modes of transportation.
- Is the student eligible for transportation through other entitlements (e.g., Individuals with Disabilities Education Act, alternative education, magnet school, etc.)? Please note that students in foster care do not meet the definition of homeless children and youth and therefore the agreement should not include references to students experiencing homelessness.

V. Arranging Transportation

The agreement must describe how transportation to the SOO will be provided without undue delay. KDE recommends transportation begin within three business days of BID completion. SOO transportation includes transportation to necessary academic supports, including tutoring, summer school and enrichment programs. The agreement should include a statement that transportation to the SOO 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.

Essential questions to consider when developing this section include:

- Who will ensure transportation arrangements are in place?
- How many days will the LEA have to put transportation into place?
- Who will provide transportation during the interim?
- If the child exists foster care before the end of a school year, do both parties agree to maintain the transportation agreement through the end of the school year in order to maintain the child's educational stability?

VI. Funding Additional Transportation Costs

Additional costs incurred in providing school of origin transportation are the difference between what an LEA otherwise would spend to transport a student to their assigned school and the cost of transporting a child in foster care to their school of origin. An LEA's transportation procedures must address any additional costs incurred in providing school of origin transportation and delineate how they will be funded. (See ESEA section 1112(c)(5)(B)(ii)).

For example, if the LEA provides school of origin transportation through an established bus route, there is no additional cost. If the LEA provides school of origin transportation through a student-specific transportation mode (e.g., through a private vehicle or transportation company), the difference between the student-specific transportation costs and the LEA's usual per student transportation costs is the "additional cost." Further, if the LEA must re-route busses to transport a student in foster care to their school of origin, the cost of re-routing is an "additional cost." The agreement must identify who will pay for additional transportation costs (the LEA, CWA, or both agencies through a cost-sharing mechanism). The agreement should also outline all allowable funding sources which may be used to cover additional transportation costs.

Essential questions to consider when developing this section include:

- Who will pay for additional transportation costs?
- What funding sources are available to pay for additional transportation costs?
 - The CWA may use funds from Title IV-E of the Social Security Act while the LEA may use general funds or the Title I, Part A foster care set-aside.

Other considerations that may be included in this section:

- What documentation is required by the CWA for districts seeking reimbursement for Title VI-E eligible students? Will an individual student transportation form need to be completed (if seeking Title IV-E reimbursement)? Will both agencies keep records and where will documents be kept?
- Will transportation be provided for extracurricular and other school-related activities?

VII. Local Dispute Resolution Process

There may be rare occasions when an LEA and CWA have difficulty in agreeing how to fund additional costs incurred to provide transportation to the school of origin; however, the requirement to provide transportation remains. The agreement should address how SOO transportation requirements will be met even if the relevant agencies cannot reach agreement on how to fund any additional transportation costs.

Essential questions to consider when developing this section include:

- Who will notify the superintendent and CWA next line supervisor and provide them with details of the dispute?

- Who will schedule the meeting between the superintendent and the regional CWA representative?
- Within how many days of receiving notice of the dispute will the meeting be scheduled?
- Who will report the dispute to the state Department of Community Based Services (DCBS) education liaison if the dispute is not resolved within an established number of days?

VIII. Review and Signature

The agreement must be signed and dated by the LEA superintendent and a CWA representative. This section should include a statement verifying that the agreement has been reviewed and approved by both agencies. Additional signatures such as the LEA foster care POC may be included at the discretion of the LEA and CWA. The name and address for both agencies should also be included.

Transportation agreements should be kept on file for the duration of time determined in the agreement and consistent with applicable records retention schedules. The agreements should be reviewed with any new LEA or CWA staff who work with foster care. The LEA and CWA should regularly review the agreement and revise as needed to ensure all information is current. Adding a review/revision date to the agreement is recommended.