# Template 1: INTERAGENCY AGREEMENT

Transportation Plan to Ensure School Stability for Students in Foster Care

## Parties to the Agreement:

Local Education Agency (LEA) [Click here to enter text. ]

* ESSA Point of Contact (Name and Contact Info): [ Click here to enter text.]
* Transportation Office contact (Name and Contact Info): [ Click here to enter text.]
* Other (Name and Contact Info): [Click here to enter text.]  
   Local Child Welfare Agency (CWA): [Click here to enter text.]
* ESSA Point of Contact (Name and Contact Info): [Click here to enter text.]
* Child Welfare Agency Director (Name and Contact Info): [Click here to enter text.]
* Other (Name and Contact Info): [Click here to enter text.]

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

The parties agree to use the following mechanism for:

**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:

[Click here to enter text.]

**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 [LEA] district, the CWA must notify the LEA of the final decisions. 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 (see appendix A): [Insert definitions here.]

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 [Click here to enter text.]

**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 ad- dressing transportation in our jurisdiction: [Click here to enter text.]

## 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 trans- portation is being worked out between the parties. Consider language such as: the LEA will have [x] days to put transportation in place. During those [x] days, the CWA will provide transportation during the interim.

## No- or Low-Cost Options

1. [LEA] 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 the LEA 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 ride share to LEA or to a stop on an LEA existing route; provision of bus passes or public transportation vouchers; contract with private transportation service.
4. The parties support establishing a fund jointly funded by the agencies [and local jurisdiction leaders] to support school stability. [Specify funding sources, amounts, dates]
5. Other options as identified by the parties. [Click here to enter text.]

If remaining costs cannot be addressed above or through other cost-effective solution, one of the following op- tions 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.) [Click here to enter text.]

**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: [Click here to enter text.]
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 [**Click here to enter text.**]**

**How this Agreement Applies to Other Child Welfare Agencies with Students in the LEA [**Click here to enter text.**]**

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]