

## MEMORANDUM OF UNDERSTANDING

Between

(LEA) Wellsboro Area School District

and

(CCYA) Tioga County Children and Youth Agency

### Transportation Procedures

*To ensure the educational stability of Foster Care Youth:*

Every Student Succeeds Act (ESSA) requirements

*This Memorandum of Understanding (MOU) addresses transportation related provisions. Additional policies may be added to address the unique needs of each collaboration between the Local Education Agency (LEA)/County Children and Youth Agency (CCYA) in order to ensure the educational stability of foster care youth. Note: this MOU is not a local transportation plan. It is an agreement between the LEA and CCYA to collaboratively design a local transportation plan.*

#### **Purpose:**

The purpose of this agreement is to establish transportation procedures between the LEA and CCYA to ensure the provision of transportation for foster care youth enrolled in a LEA (Pre-K-12) when a best interest determination indicates that the student should remain in the school of origin, and alternative means of transportation to and from school have been fully explored and deemed unavailable.

#### **Joint Responsibilities:**

- The LEA and CCYA agree to collaborate to update or establish formal mechanisms to ensure that the LEA is promptly notified when a child enters foster care or changes foster care placements.
- The LEA and CCYA agree to collaborate to jointly design a comprehensive transportation plan to ensure that transportation for children in foster care is provided, arranged, and funded.
- Both parties agree that under no circumstances shall a transportation dispute between party's delay or interrupt the provision of transportation for a child to the school of origin.
- Both parties agree to communicate regularly and share leadership responsibilities at the local level to ensure that available resources for transportation are utilized in the most effective manner, without duplication.
- Both parties agree that transportation must be provided in a "cost effective" manner so low-cost/no-cost options should be explored. (e.g. pre-existing bus stops or public transportation, foster parents provide transportation, transportation by other programs if child is eligible)
- Both parties agree to maintain confidentiality of information regarding children and families being served, in accordance with the Family Education Rights and Privacy Act (FERPA), and all other State and Federal laws and regulations regarding confidentiality.
- Both parties understand that all federal, state and local funding sources should be maximized to ensure transportations costs are not unduly burdensome on one agency.

## **Respective responsibilities under this agreement include:**

### **Wellsboro Area School District**

- Establish a Foster Care Point of Contact (POC) given the importance of transportation to ensure educational stability requirements defined by the Every Student Succeeds Act (ESSA).
- Share the Foster Care POC's contact information with state and local education and child welfare agencies.
- Understands that even if an LEA does not transport other students, it must ensure that transportation is provided to children in foster care, adhering to the collaboratively designed transportation plan.
- Acknowledges that Title I is an allowable funding source for additional transportation costs, although funds reserved for comparable services for homeless children and youth may not be used for transportation.
- Informs the CCYA whether Title I funds are available to support additional transportation costs for children in foster care in order to maintain enrollment in their school of origin.
- Agrees, if applicable, to support additional transportation costs for eligible foster care youth utilizing funds made available within Title I.
- Understands that if there are additional costs providing transportation for children in foster care to remain in his or her school of origin, the LEA (school of origin) will provide such transportation if (1) the county children and youth agency agrees to reimburse the LEA for the cost of transportation; (2) the LEA agrees to pay for the additional costs; or (3) the LEA and county children and youth agency agree to share the costs.
- Agrees that a child must remain in his or her school of origin while any disputes are being resolved. Agrees to provide or arrange for adequate and appropriate transportation to and from the school of origin while any disputes are being resolved.

### **Tioga County Children and Youth Agency**

- Identifies all children in foster care enrolled in the LEA in order for the LEA and CCYA to fulfill the jointly agreed upon transportation responsibilities.
- Informs LEA of children in foster care who may be in need of transportation to maintain enrollment in their school of origin.
- Agrees to immediately inform the school of origin of children in foster care who experience a change of foster care placement.
- Agrees, if applicable, to support transportation costs for eligible foster care youth utilizing funds made available within the county's child welfare budget under Section 475(4)(A) of Title IV-E of the Social Security Act.
- Informs the LEA/school of origin whether Title IV-E funds are available to support additional transportation costs for children in foster care in order to maintain enrollment in their school of origin. Agrees to assist the LEA/school of origin in exploring the full range of options for providing and funding transportation to maintain a child in his or her school of origin, consistent with the child's educational stability plan.

**Updates and Revisions:**

Updates and revisions to this MOU should be made as needed. Any updates or revisions to the MOU must be submitted to the Pennsylvania Department of Education. Best practice recommends that an updated MOU be submitted every three years, as contractual updates follow this timeline.

Wellsboro Area School District and Tioga County Children and Youth Agency agree to update or revise this Memorandum of Understanding (MOU) as needed or every three years to coincide with the contractual timelines.

**This agreement will be reviewed and approved by representatives of both agencies:**

Tioga County  
Children and Youth  
Agency  
1873 Shumway Hill  
Wellsboro, PA 16901

Printed Name: \_\_\_\_\_  
(CCYA)

Signed: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(CCYA)

Wellsboro Area School District  
227 Nichols St.  
Wellsboro, PA 16901

Printed Name: \_\_\_\_\_  
(LEA)

Signed: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(LEA)



## Transportation Plan

Between

**(LEA) Wellsboro Area School District**

and

**(CCYA) Tioga County Children and Youth Agency**

### Transportation Procedures

To ensure the educational stability of Foster Care Youth:  
Every Student Succeeds Act (ESSA) requirements

*To address transportation for foster care youth in a cost-effective way, the local education agency (LEA) and the county children and youth agency (CCYA) must establish formal, written protocols and procedures to ensure that foster care youth can remain in their school of origin whenever possible. In order to do so, the CCYA must regularly identify and inform the LEA of all foster care youth enrolled in the LEA.*

*The local transportation plan must be collaboratively designed between the LEA and the CCYA to appropriately reflect the unique local context in which it is in effect. It is recommended that LEAs and CCYAs consider previous scenarios when designing the joint transportation plan to limit educational disruption for foster care youth as transportation related events occur.*

*Note: LEAs should consider developing transportation plans with other LEAs or CCYAs, both in-state and out-of-state, with which they frequently interact regarding foster care youth; these specific relationships should be defined in the local transportation plan.*

#### Part 1. LEA and CCYA Representative(s) Included in Designing the Local Transportation Plan

*Please include the name and title of each LEA and CCYA representative included in designing the joint plan.*

Local Education Agency Representative(s)	Title
1) Alanna Huck	<i>Superintendent</i>
2) Karen Farrer	<i>Supervisor of Special Education</i>
3)	
4)	

County Children and Youth Agency Representative(s)	Title
1) Sara Rice	<i>Administrator</i>
2) Jenny Farrer	<i>Manager</i>
3)	
4)	

*Note: If the LEA sends students to Intermediate Units (IUs), the LEA should inform IUs of foster care youth attending programs at their facilities and the same accommodations must be provided for these youths. IUs providing transportation for foster care youth enrolled in the LEA must be considered in the development and design of the local transportation plan between the LEA and the CCYA, and plans should reference transportation procedures for these students.*

## Part 2. Addressing Transportation Assurances to Ensure Educational Stability

*Please describe, in detail, your collaboratively designed transportation procedures governing how transportation to maintain children in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care (ESEA 1112(c)(5)(B)). The purpose of establishing uniform local transportation procedures is to ensure that every foster care student receives a consistent, fair assessment.*

- A) Please describe, in detail, the step-by-step procedure the LEA and CCYA will follow to promptly **provide** transportation for foster care youth.

The LEA will work with CCA to make sure that if it is in the best interest of the child that transportation is provided. This will include an interim plan if necessary.

---

- B) Please describe, in detail, the step-by-step procedure the LEA and CCYA will follow to promptly **arrange** transportation for foster care youth.

The LEA and the CCYA will communicate with each other, and have a meeting, if necessary, to assure that transportation will be arranged. This includes working on an interim plan, and if necessary, coordinating with other LEA's in the area and transportation providers.

---

- C) Please describe, in detail, the step-by-step procedure the LEA and CCYA will follow to ensure transportation is **funded** in a cost-effective manner and in accordance with Section 475 (4)(A) of the Social Security Act. *(Please see the ED/HHS Joint Guidance, p.17, question 26 and the Transportation Plan Guide, Part B.)*

The LEA and CCYA will work to secure any funding available for any additional cost related to the transportation plan. These options are memorialized in the Memorandum of Understanding between the LEA and the CCYA.

---

## Part 3: Addressing Additional Costs

*As part of developing and implementing transportation procedures, the LEA and CCYA must address any additional costs incurred in providing transportation to maintain children in foster care. Given the emphasis on shared agency responsibility, the LEA and the CCYA should make every possible effort to reach agreement regarding how transportation should be funded if there are additional costs. (Please see the ED/HHS Joint Guidance, pp.17-19, questions 22, 27,28, and 29, and the Transportation Plan Guide, Part B.)*

*Note: LEAs, including the school district of origin and the school district of residence, as well as the placing CCYA, may also agree to paying for or sharing in the costs in providing transportation to the school of origin. LEAs **may** include these scenarios in their plans as a method to address additional costs.*

If there are **additional costs** incurred in providing transportation to the school of origin, the LEA will provide such transportation if (please complete the relevant field):

- A) The CCYA agrees to reimburse the LEA for the cost of such transportation. Please describe the circumstances and procedures for when the CCYA agrees to reimburse the LEA for the additional cost of transportation.
- B) The LEA agrees to pay for the cost. Please describe the circumstances and procedures for when the LEA agrees to pay for the additional costs.

C) The LEA and CCYA agree to share the cost. Please describe the circumstances and procedures for when the LEA and CCYA agree to share the additional costs.

In the event there are additional costs, the LEA and the CCYA will split the costs 50-50. Both will work to implement the most cost-effective manner to ensure that there is adequate transportation.

**Part 4. Considering Low-Cost or No-Cost Transportation Options for Foster Care Youth**

On a case-by-case student basis, additional low-cost or no-cost options for transportation of students in foster care should be explored. Please carefully review the following no-cost or low-cost options for transportation and indicate with a check mark if the LEA and the CCYA agree to explore these transportation funding options on a case-by-case basis.

No-Cost or Low-Cost Options	LEA	CCYA
The child may be dropped off at a school bus stop near the existing transportation system for the school of origin. Communication between the current and new school districts is critical.	x	
Public transportation options exist, if the child is of an appropriate age and has, or is able to acquire, the skills to utilize such options.		x
The foster parents or other family member(s) are willing and able to transport the child to school.	x	
The child is already eligible for transportation covered by other programs. For example, Individuals with Disabilities in Education Act (IDEA) funds may be used to pay for transportation services if the child's IEP Team determines transportation is a related service that is required for a child with disabilities in foster care to receive FAPE.	x	
There are pre-existing bus routes or stops close to the new foster care placement that cross district boundaries, such as bus routes for magnet schools and transportation for homeless students as required by the McKinney-Vento Act.	x	
The school district of residence, school district of origin, and placing CCYA may be willing to share transportation costs.	x	

Please describe any additional low-cost or no-cost options for transportation of students in foster care which may be unique to your local context.

In the event there is a dispute, the LEA and CCYA each agree to use an arbitrator to resolve the dispute. The arbitrator will be a neutral disinterested individual, and the LEA and CCYA will split the cost of the arbitrator. In the meantime, the LEA and the CCYA agree to share the cost of transportation 50-50. Both entities agree to attempt to acquire the best low-cost transportation for the student.

**Part 5. Describing a local transportation dispute resolution process between the LEA and CCYA**

Local transportation plans/procedures should include a dispute resolution process to address how the transportation requirement will be met if parties cannot come to an agreement. LEAs must ensure that a child in foster care remains in their school of origin while any disputes regarding transportation costs are being resolved. ESEA 1111(g)(1)(E)(i) and 1112(c)(5)(B)(i)

Please describe your local transportation dispute resolution process.

---



---



---



---



---

---

---

**Part 6. Updates and Revisions**

*Updates and revisions to this local transportation plan should be made as needed; any updates or revisions must be submitted to the Pennsylvania Department of Education. Best practice recommends that an updated plan be submitted every three years, as contractual updates follow this timeline.*

\_\_\_\_\_ (LEA) and \_\_\_\_\_ (CCYA) agree to update or revise this local transportation plan as needed or every three years to coincide with the contractual timelines.

**This agreement will be reviewed and approved by representatives of both agencies:**

Tioga County Children and Youth Agency  
1873 Shumway Hill  
Wellsboro, PA 16901

Printed Name: \_\_\_\_\_

(CCYA)

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

(CCYA)

Wellsboro Area School District  
227 Nichols Street  
Wellsboro, PA 16901

Printed Name: \_\_\_\_\_

(LEA)

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

(LEA)