

## MEMORANDUM OF UNDERSTANDING

Between

(LEA) \_\_\_\_\_

and

(CCYA) \_\_\_\_\_

### Transportation Procedures Agreement

*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 \_\_\_\_\_ (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:**

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***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.

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***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.

\_\_\_\_\_ (LEA) and \_\_\_\_\_ (CCYA)  
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:**

[CCYA name]  
[address]  
[address]  
[City, Pennsylvania, Zip]

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

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

[School District]  
[address]  
[address]  
[City, Pennsylvania, Zip]

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

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