

MEMORANDUM OF UNDERSTANDING

Between

(LEA) South Williamsport Area SD

and

(CCYA) Lycoming County

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 SWASD (LEA) and Lycoming County (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:

South Williamsport Area SD

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.

Lycoming County

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.

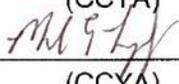
Updates and Revisions:

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.

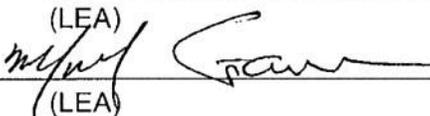
South Williamsport Area SD (LEA) and Lycoming County (CCYA) agree to update or revise this Memorandum of Understanding (MOU) as needed or every three years to coincide with the contractual timelines.

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

Lycoming County Children and Youth Services
200 East St.
Williamsport, PA 17701

Printed Name: Mark Longenberger
(CCYA)
Signed:  Date: 2 13 2017
(CCYA)

South Williamsport Area SD
515 West Central Ave.
South Williamsport PA 17702

Printed Name: Mark Stamm
(LEA)
Signed:  Date: 1 31 2017
(LEA)

Every Student Succeeds Act (ESSA)

Background:

Every Student Succeeds Act (ESSA) is a reauthorization of the Elementary and Secondary Education Act containing additional provisions to protect youth in foster care settings. The purpose of ESSA is to promote school stability and academic success for youth living in foster care. This Act will allow youth entering foster care to remain in their school of origin, even when foster care placements are interrupted. Under the ESSA and when in the child's best interest, transportation for youth in foster care must be provided that allows them to remain in their school of origin. School districts will be required to keep youth in their schools of origin, whether they live in the district or not.

The Agency in collaboration with the school districts of Lycoming County has agreed to abide by the following policy and procedures implementing the requirements of the Every Student Succeeds Act.

Plan:

This Act is intended to improve the educational outcomes for youth in foster care by providing greater stability in the youth's educational setting. This is to be accomplished by allowing youth to remain in their school of origin when placed in a foster care setting outside the home school district, based on what the court determines is in the best interest of the child. The Act further provides for the coordination and payment for the child's transportation to and from their school of origin.

Lycoming County Children and Youth has assigned its Community Outreach unit supervisor (currently Mark Longenberger) as the Agency's "ESSA point of contact" to work in partnership with County school districts to ensure as much school stability as possible for any child entering foster care.

Each school district in Lycoming County will also assign an "ESSA point of contact" within their district to work in partnership with Lycoming County Children and Youth Services to ensure as much school stability as possible for any of their district's children entering foster care.

Once the court has determined that it is in the best interest of the child to remain in their school of origin, the respective "points of contract" will work together to identify and arrange the most appropriate and economical means of providing the needed school transportation. All existing transportation routes and options should be explored first in an effort to minimize the financial burden on all parties. Funding to support eligible transportation costs will be made available within the County's child welfare budget under Section 475(4)(A) of Title IV-E of the Social Security Act.

Procedure:

The school district's and Agency's "ESSA points of contact" will work to implement the requirements of the Every Student Succeeds Act in their respective settings by recognizing the

rights that students in foster care have with regards to remaining in their school of origin, when determined it is in the child's best interest.

The points of contact will maintain timely communications as needed and cooperate with one another to ensure minimal disruption to the youth's education when entering foster care and for those youth already in foster care who experience a disrupted placement.

The points of contact will work to ensure timely and appropriate transportation arrangements are made and will actively promote the educational stability for youth in foster care.

If a final determination is made by the court that it is not feasible to or not in the child's best interest to remain in their school of origin, the new school district will enroll the student immediately, even without normally required records. The enrolling school must contact the previous school to obtain the child's academic and other school records.