

## SAU 21 PROCEDURE REGARDING TRANSPORTATION FOR STUDENTS IN FOSTER CARE

March 27, 2017

### Purpose:

It is the intent of this procedure to establish a written framework for how schools in SAU 21 will collaborate with the NH Division of Children, Youth, and Family to ensure school stability for the children in foster care who reside or are placed in our school district, in accordance with the provisions of the Every Student Succeeds Act. The purpose of this procedure is two-fold: 1. To identify how transportation plans and other assistance to foster care children will be provided and, 2. To establish agreement with the Seacoast District office of DCYF for how transportation will be provided, arranged, and funded for children in foster care attending schools in SAU 21. This procedure is not intended to be a binding contract and can be revised and amended with the consent of both SAU 21 and DCYF.

### Parties to the Agreement:

- Local Education Agency: SAU 21, 2 Alumni Drive, Hampton, NH 03842
- Local Child Welfare Agency: Seacoast District Office of DCYF, 50 International Drive, Portsmouth, NH 03801

### 1. Points of Contact Identification:

#### A. LEA Points of Contact

SCHOOL	POINT OF CONTACT	CONTACT INFORMATION
Lincoln Akerman School	Molly Wynne	Guidance Counselor 8 Exeter Road Hampton Falls, NH 03844 603-926-2539 mwynne@sau21.org
North Hampton School	Tracy Griffenhagen	Assistant Principal/Director of Special Services 201 Atlantic Avenue North Hampton, NH 03862 603-964-5501 tgriffenhagen@sau21.org
Seabrook Elementary and Middle Schools	Marla Easton	Special Education Social Worker 256 Walton Rd Seabrook, NH 03874 603.474.8017 x157 fax 603.474.3504 text 603.933.2529
Winnacunnet High School	Talley Westerberg	School Social Worker Winnacunnet High School twesterberg@warriors.winnacunnet.org 603-758-9236

**B. DCYF Point of Contact Identification:**

Carrie Lovering, Supervisor, Seacoast DCYF, (603) 334-4353, carrie.lovering@dhhs.nh.gov

**II. Meeting the Education Needs of Students in Foster Care**

- A. Identification: DCYF will identify for the schools in SAU 21 when a child is attending or is to be enrolled in a school in SAU 21 and:
  - a. Is placed in foster care, or
  - b. Has a Residential Placement Change
- B. School Stability: It is the intent of the schools in SAU 21 to help ensure school stability when a student enters foster care and/or experiences a Residential Placement Change
  - a. Continuous enrollment: For students who attend schools in SAU 21 and enter into foster care, the SAU will work with DCYF to maintain children in foster care in their School of Origin, unless it is determined to not be in the child's best interest.
  - b. Enrollment: It is the understanding of the schools in SAU 21 that enrollment for students in foster care cannot be denied or delayed because documents normally required for enrollment (proof of age, proof of residency, vaccination records) have not been submitted.
- C. Best Interest Determinations
  - a. DCYF will notify the SAU POC immediately upon learning that:
    - i. A student attending a school in the SAU has been placed in foster care, or
    - ii. A student experiences a Residential Placement Change to a placement that is located outside of the SAU.
    - iii. A Best Interest Determination must be made.
  - b. It is the intent of SAU 21 that the SAU POC will be actively involved in the Best Interest Determination process for students in SAU 21 schools.
  - c. When it is determined that it is in a student's best interest to remain in their School of Origin after Residential Placement Change to a placement outside the SAU, DCYF will notify the SAU POC of the final decision. This notice triggers the need for DCYF and the SAU to collaborate under the agreement terms and procedures to establish the most cost-effective transportation procedures available for the student.

**III. Scope of the Agreement**

- A. The parties agree to the following definitions as part of this agreement:
  - a. Child in Foster Care: "Foster care is defined as '24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement care and responsibility.' This includes children in foster family homes, shelters, relative foster homes, group homes and residential facilities--regardless of whether the foster care facility is licensed or whether payments are made by the state."
  - b. School of Origin: "The school of origin is the school in which the child was enrolled before entering foster care. If a child's foster care placement is changed, the school of origin is the school where the child was enrolled when the placement changed."
  - c. Immediate enrollment: "When it is in the child's best interest to change schools, a child should be enrolled--and not just technically enrolled, but attended and meaningfully participating. Enrollment cannot be denied or delayed because documents normally required for enrollment (proof of age, proof of residency, vaccinations) have not been submitted. School records, including an IEP, are never required for enrollment, but an

enrolling school must immediately contact the school of origin to obtain relevant records.”

d. **Additional Definitions Outlined in Appendix**

B. **The parties agree to the following scope of this agreement:**

a. **Duration of Transportation**

- i. 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.
- ii. 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.

b. **Preschool Students within the LEA:** Transportation needs of preschool students within the LEA will be addressed as follows : Preschool students who are placed within a LEA with existing transportation will continue with that transportation. Preschool students whose placement is outside of their LEA will be provided transportation to their school of origin.

c. **IV. How Transportation Will Be Provided, Arranged, and Funded**

A. **General**

- a. **No- or Low-Cost Options:** SAU 21 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 SAU 21 if this type of solution is available.
- b. **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). SAU 21 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. SAU 21 will provide transportation funded by the LEA if the student is eligible under the McKinney-Vento Act or the IDEA.
- c. **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.
- d. **Interim transportation should be addressed to ensure no delays for the student in foster care while transportation is being worked out between the parties.** SAU 21 will have 7 days to put transportation in place. During those 7 days, DCYF will provide transportation during the interim.

B. **Procedure for Additional Costs:** When other options are exhausted, and transportation will require “additional cost,” the following steps will be taken to address and minimize costs:

- a. DCYF will assess whether resources are available for foster parents to provide transportation with mileage reimbursement or other adult ride-share to the SAU school or to a stop on an existing SAU route.
- b. The SAU will assess the potential of utilizing a contract with a private transportation service that is already covered by existing MOUs for providing transportation
- c. The parties will assess whether the child’s transportation expenses may be covered by other state or local funds.

- d. If remaining costs cannot be addressed above or through other cost-effective solution, SAU 21 and DCYF will evenly split the additional cost of transportation.
  - i. In the case of mileage reimbursement to an individual authorized by DCYF to provide transportation, DCYF will pay for the full cost and invoice the SAU for the SAU's portion of the cost.
  - ii. In the case of the SAU utilizing a private contracted transportation service, the private contracted transportation service will invoice all parties directly for their share of the transportation costs, as outlined in the SAU Memorandum of Understanding with the transportation company.
- C. Dispute Resolution for Transportation Issues
  - a. If the SAU and DCYF 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: The party that initiates the additional transportation will be billed for the full cost and will invoice the sharing party for reimbursement.
  - b. While a dispute is pending, the SAU must ensure transportation is provided or arranged for the child.

V. Coordination with Other Jurisdictions

- A. When additional School Districts are involved, costs for additional transportation for students in foster care will be split evenly between DCYF and all involved School Districts.
- B. As described above, the party that initiates the additional transportation will be billed for the full cost and will invoice the sharing parties for reimbursement.

These transportation procedures were agreed to on the following date:

Authorized Signature for SAU 21:

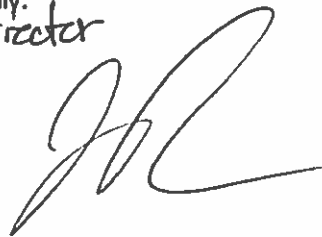


March 16, 2018

Matthew Ferreira, Business Administrator, SAU 21

Authorized Signature for the Division of Children, Youth and Family:

Joseph E. Ribsam, Jr. DCYF Director  
3/19/18



## APPENDIX: Definitions

**Child in Foster Care:** “Foster care means 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement care and responsibility.

- The legal right to school stability extends to ALL children in foster care, regardless of whether they are eligible for Title IV-E funding from child welfare agencies that may be used to reimburse transportation costs.
- A LEA must ensure a child in foster care receives any transportation needed to the school of origin for the duration the child is in foster care. Upon entering foster care or changing foster care placement a child has the right to school stability, unless it is not in the child’s best interest. Federal guidance encourages agencies to ‘make every effort to continue to ensure transportation is provided through the end of the school year’ in which a child exits foster care.”

**School of Origin:** “The school of origin is the school in which the child was enrolled before entering foster care. If a child’s foster care placement is changed, the school of origin is the school where the child was enrolled when the placement changed. LEAs must ensure a child in foster care remains in the school of origin unless it is not in the child’s best interest.”

**Immediate enrollment:** “When it is in the child’s best interest to change schools, a child should be enrolled--and not just technically enrolled, but attended and meaningfully participating. Enrollment cannot be denied or delayed because documents normally required for enrollment (proof of age, proof of residency, vaccinations) have not been submitted. School records, including an IEP, are never required for enrollment, but an enrolling school must immediately contact the school of origin to obtain relevant records.”

**Title I (Part A of the Elementary and Secondary Education Act) funding:** “Title I, Part A sets assessment and accountability requirements for SEAs and LEAs. Funding provided under Title I, Part A supports the education of disadvantaged students across the country. Federal guidance states the LEAs can use Title I funding for the additional costs of school stability transportation.”

**Point of Contact:** “Federal law provides for the designation of several points of contact (POC) to oversee and implement educational stability provisions for children in foster care.

- State Education Agencies (SEAs) must designate a POC to oversee implementation of state responsibilities.
- LEAs are required by law to designate a POC once child welfare agencies notify the LEA that their agency has designated a POC. However, LEAs should designate their POC promptly because it is the LEA’s duty to establish written transportation procedures by December 10, 2016.”

*(from: ABA Center on Children and Law (2017), Interpreting ESSA’s Transportation Procedures: How Local Education Agencies Can Work with Child Welfare to Ensure School Stability, Juvenile Law Center, Education Law Center, p.7. Accessed: <http://www.fostercareandeducation.org>)*

