



Eric J. Holcomb, Governor
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Child Support Hotline: 800-840-8757
Child Abuse and Neglect Hotline: 800-800-5556

Written Transportation Plan to Ensure School Stability for Students in Foster Care

Parties to the Agreement		
Education Agency	Name/County/District	Contact #
Charter School:		
Charter School Every Student Succeeds Act (ESSA) Point of Contact (POC):		
Transportation Office contact:		
Other:		
Child Welfare Agency	Name/County	Contact #
Local Department of Child Services (DCS) Office:		
Local Office Director (LOD):		
DCS ESSA POC:	Melaina Gant, Education Services Director	317-515-7331
DCS Director:	Terry Stigdon	317-234-3323
DCS Deputy Director of Field Operations:	Sarah Sailors	317-234-3999

Notification to Charter School 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: DCS will identify when a child is attending or is to be enrolled at the Charter School and is placed in foster care or changes a living placement in foster care by sending the [School Notification State Form 47412](#) to the school within three (3) days of child's placement or placement change per [IC 20-26-11-9](#).

Participation in Best Interest Determination:

DCS POC will work with local Family Case Manager (FCM) to complete the [DCS ESSA POC Checklist](#) that will aid in determination of best interests regarding school enrollment and transportation of the foster youth and share the checklist containing initial determination with Charter School POC. Charter School and DCS POCs and DCS FCM will collaborate to determine final best interests' determination for each individual youth. If all parties are in agreement to the determination made, the Charter School will ensure transportation is in place within five (5) instructional days. If all parties are not in agreement to the determination made, the ESSA Dispute Resolution Process will be initiated.



Notice of Final Best Interest Decision:

While ESSA does state DCS will have the final decision regarding the youth's educational best interests, it is the desire for all parties to come to an agreement. When a disagreement between Charter School and DCS POCs arises, the ESSA Dispute Resolution Process will be initiated. A meeting (either in person or through the use of technology) shall promptly be scheduled with the following participants: the Local school Corporation's POC, Superintendent, and Director of Transportation, DCS' local POC, FCM, FCM Supervisor/LOD for county involved, and State POC, and DOE's State POC. This meeting will have the purpose of hearing the perspectives of all parties with the hope an agreeable resolution will be identified. While any dispute is in the resolution process, the youth will remain in their school of origin with transportation being provided by said school corporation.

When it is determined that it is in a student's best interest to remain in his/her school of origin after home placement or changing foster care placement to a residence outside the Charter School attendance area, DCS must notify the Charter School POC of the final decisions. This notice initiates 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.

Agreement Terms and Procedures:

Duration of Transportation

1. Transportation will be provided within five (5) instructional days after notice of home placement change and ESSA POC Checklist has been received and 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.
3. Transportation needs of preschool students attending through the Charter School will be addressed in the same manner as students in Kindergarten through 12th grade.

Transportation Responsibility:

1. Transportation will be provided by and at the cost of the Charter School for the duration of the child's time in foster care as long as it continues to be in the child's best interest. Additional costs incurred will be paid in the following format:
 - a. Charter School will be responsible for all transportation costs for foster youth enrolled within their school corporation.
 - b. Charter School will document all additional costs for providing transportation for foster youth enrolled within their school corporation.
 - c. DCS will reimburse mileage to public charter school for additional costs for providing transportation for foster youth enrolled within their school when the youth's residence is 10 miles outside the average distance in which the charter school's attendees reside.



- d. DCS will reimburse public charter school for said mileage at the current approved state mileage reimbursement rate.
- 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.
- 3. The Charter School will explore the use of Title I Funds prior to seeking additional cost reimbursement through DCS.
- 4. The Charter School will explore the foster/resource parent as a transportation option prior to seeking additional cost reimbursement through DCS.
- 5. The Charter School will submit an itemized invoice for additional costs incurred due to the transportation of individual foster youth for review and negotiation of payment to DCS LOD.

By affixing their signatures below, the Charter School Superintendent/CEO, DCS LOD and POC for each agency agree they have collaborated and reviewed the above transportation plan and written procedures to ensure the educational stability of foster youth. This agreement will remain valid until a need for renegotiation is identified by either DCS or charter school. Signed on the _____ day of _____, 20_____.

Charter School POC

DCS State POC

Charter School Superintendent/CEO

DCS LOD, _____ County

