



Eric J. Holcomb, Governor  
Terry Stigdon, Director

**Indiana Department of Child Services**  
Room E306 – MS47  
302 W. Washington Street  
Indianapolis, Indiana 46204-2738

317-234-KIDS  
FAX: 317-234-4497

[www.in.gov/dcs](http://www.in.gov/dcs)

**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 #
Local Education Agency:		
Local Education Agency 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 Point of Contact (POC):	Melaina Gant, Education Services Director	317-515-7331
Child Welfare Agency (DCS) Director:	Terry Stigdon	317-234-3323
DCS Deputy Director of Field Operations:	Sarah Sailors	317-234-3999

### **Notification to Local Education Agency 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 local education agency 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 (found at <http://www.doe.in.gov/student-services/student-assistance/foster-youth>) 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 local education agency POC. Local education agency 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 local education agency will ensure transportation is in place



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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 local education agency 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 Dir. 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 all 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 local education agency attendance area, DCS must notify the local education agency 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 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 local education agency will be addressed in the same manner as students in Kindergarten through 12<sup>th</sup> grade.

**Transportation Responsibility:**

1. Transportation will be provided by and at the cost of the local education agency 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. Local education agency will be responsible for all transportation costs for foster youth enrolled within their school corporation.
  - b. Local education agency will document all additional costs for providing transportation for foster youth enrolled within their school corporation.



- c. DCS will reimburse local education agency for additional costs for providing transportation for foster youth enrolled within their school corporation when the mileage exceeds 10 miles outside of their school boundary lines.
  - d. DCS will reimburse local education agency 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 local education agency will explore the use of Title I Funds prior to seeking additional cost reimbursement through DCS.
  4. The local education agency will explore the foster/resource parent as a transportation option prior to seeking additional cost reimbursement through DCS.
  5. The local education agency will submit an Itemized invoice for additional costs incurred due to the transportation of individual foster youth for review and negotiation of payment to the DCS LOD.

By affixing their signatures below, the Local Education Agency's Superintendent, 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 local education agency. Signed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Local Education Agency POC

\_\_\_\_\_  
DCS State POC

\_\_\_\_\_  
Local Education Agency Superintendent

\_\_\_\_\_  
DCS LOD, \_\_\_\_\_ County

