

**Note:** ESSA requires all LEAs to collaborate with child welfare agencies to ***develop and implement clear written procedures*** that describe: a) how transportation requirements will be met in the event of a dispute over which agency or agencies will pay any additional costs incurred in providing transportation; and b) which agency or agencies will initially pay the additional costs so that transportation is provided promptly during the pendency of the dispute.

**All LEAs are required to establish written procedures.** The Wisconsin Department of Public Instruction and the Department of Children and Families have developed the following ***model form*** to facilitate this requirement. LEAs may elect to use this model form or create their own.

**MODEL TRANSPORTATION PROCEDURES**  
**[ESEA s. 1112(c)(5)(B)]**

**I. Contact Information**

Local Education Agency (LEA)

Name of District \_\_\_\_\_

Foster Care Point of Contact: Name \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Phone Number \_\_\_\_\_

District Administrator: Name \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Phone Number: \_\_\_\_\_

Child Welfare Agency (CWA)

Name of Agency \_\_\_\_\_

Education Point of Contact: Name \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Agency Director: Name \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Phone Number \_\_\_\_\_

## II. Terms of Agreement

### 1. *Timing of implementing a transportation plan.*

The LEA will have **five (5) school days** after the best interest determination to implement needed transportation services. In the interim, the CWA and the LEA will jointly develop and implement a plan to provide temporary transportation needed to ensure the student's educational stability.

### 2. *Identifying students who may need transportation.*

The CWA will notify the LEA **within one school day** after a child is placed in out-of-home care or when the student experiences a change in his or her living arrangement.

### 3. *Best Interest Decision.*

When a child's out-of-home care placement is outside of the boundary of his/her school of origin, the CWA will notify the LEA **within one school day** and collaborate with the LEA to convene a best interest determination meeting **within five (5) school days**. If it is determined that remaining in the school of origin is in the student's best interest, the LEA and the CWA will collaborate under this agreement to establish the most cost-effective method of transportation available for the student within five (5) school days after the best interest determination is made. While the student's transportation plan is being finalized, the CWA and the LEA will provide temporary transportation for the child to ensure that there is no disruption in educational programming.

### 4. *Assess other cost-effective options to address transportation needs.*

The LEA will examine existing transportation options available to the student, including incorporating the student's transportation needs into an existing bus route, modifying an existing bus route, and other no-cost or low-cost options. Transportation will be provided by the LEA if a no-cost solution is available.

### 5. *Options for addressing "additional costs."*

When other options are exhausted and transportation will require "additional costs," the following will be considered:

- a. The LEA and the CWA will assess whether the child's transportation costs may be covered by other state or local funds.
- b. The CWA will assess whether resources are available for the out-of-home care provider to provide transportation to a bus stop on the LEA's existing bus route; provision of bus passes or public transportation vouchers; or a contract with a private transportation service.
- c. The LEA and the CWA will explore any and all cost-sharing options, including contributing to matching amounts needed to draw down federal reimbursement.
- d. Other options:

6. *Resolve funding for any remaining "additional costs."*

- a. The LEA and the CWA will address additional costs with one of the following options:
- The CWA agrees to pay the additional costs;
  - The LEA agrees to pay the additional costs; or
  - The CWA and the LEA agree to share the additional costs in the following manner:

b. If the LEA and the CWA cannot resolve a dispute about transportation costs, they will utilize the following dispute resolution method:

c. While the resolution of a dispute is pending, the LEA and the CWA will jointly provide, arrange for, and fund transportation for the child.

7. *Duration of transportation.*

a. Transportation will be provided for the duration of the student's time in out-of-home care as long as it continues to be in the child's best interest to remain in the school of origin.

b. If the student exits out-of-home care before the end of a school year, the transportation arrangement:

will be maintained through the end of the quarter/semester/school year.

will be terminated upon the child's exit from out-of-home care.

**III. Authorizations**

Authorized Representative of the LEA

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Representative of the Child Welfare Agency

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_