

# MEMORANDUM OF UNDERSTANDING

Between

Ozark City Schools, Daleville City Schools, Dale County Schools

And

Dale County Department of Human Resources

## *Transportation Procedures Agreement*

To ensure the educational stability of Foster Care Youth:  
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) and Dale County Department of Human Resources (DHR) 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 DHR to collaboratively design a local transportation plan.***

### **Purpose:**

The purpose of this agreement is to establish transportation procedures between the LEA and DHR to ensure the provision of transportation for foster care youth enrolled in Pre-K-12 grades 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 DHR agree to collaborate to update or establish formal mechanisms to ensure that DCS is promptly notified when a child enters foster care or changes foster care placements.
- The LEA and DHR 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 parties 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:**

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- 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 the 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 DHR whether Title 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 jointly support additional transportation costs for eligible foster care youth utilizing funds made available within Title I.
- Understands that if there are additional costs for providing transportation for children in foster care to remain in his or her school of origin, DHR and the LEA will share the cost equally.
- 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.

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- Identifies all children in foster care enrolled in the LEA in order for the LEA and DHR to fulfill the jointly agreed upon transportation responsibilities.
- Informs the 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 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 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. Best practice recommends that an updated MOU be submitted every three years.

Ozark City Schools, Daleville City Schools, Dale County Schools and Dale County Department of Human Resources agree to update or revise this Memorandum of Understanding (MOU) as needed or every three years.

This Memorandum of Understanding will take effect June 30, 2020 and expires June 30, 2025.

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

**Ozark City Schools**

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Signed: Marsidena Williams Title: Federal Programs Director

**Daleville City Schools**

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