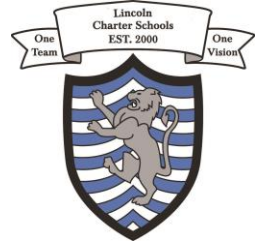


LINCOLN CHARTER SCHOOL
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"I Believe, You Believe, We Believe"



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**Between
Lincoln Charter School
and
York County Office of Children, Youth, and Families**

Transportation Procedures Agreement
To ensure the educational stability of Foster Care Youth:
Every Student Succeeds Act (ESSA) requirements

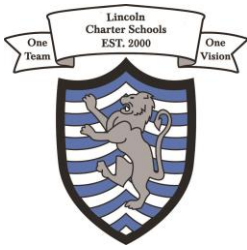
This Memorandum of Understanding (MOU) addresses transportation related provisions. Additional policies may be added to address the unique needs of each collaboration between the Local Education Agency (LCS)/York County Office of Children, Youth and Families (YCCYF) in order to ensure the educational stability of foster care youth. Note: this MOU is not a local transportation plan. It is an agreement between the LCS and YCCYF to collaboratively design a local transportation plan.

Purpose:

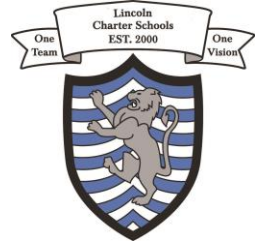
The purpose of this agreement is to establish transportation procedures between Lincoln Charter School (LCS) and York County Children and Youth Agency (YCCYF) to ensure the provision of transportation for foster care youth enrolled in a LCS when a best interest determination indicates that the student 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 LCS and YCCYF agree to collaborate, to update, or establish formal mechanisms to ensure that the LCS is promptly notified when a student enters foster care or changes foster care placements.
- The LCS and YCCYF agree to collaborate to jointly design a comprehensive transportation plan to ensure that transportation for a student in foster care is provided, arranged, and funded.
- Both parties agree that under no circumstances shall a transportation BID dispute between parties delay or interrupt the provision of transportation for a student 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 such that 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 student is eligible).
- Both parties agree to maintain confidentiality of information regarding students 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.



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- Both parties understand that all federal, state and local funding sources should be maximized to ensure transportation costs are not unduly burdensome on one agency.

Respective responsibilities under this agreement include:

LINCOLN CHARTER SCHOOL

- Establishes 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).
- Shares the Foster Care POC's contact information with state and local education and child welfare agencies.
- Understands that it must ensure that transportation is provided to a student 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 students and youth may not be used for transportation.
- Agrees, if applicable, to support additional transportation costs for eligible foster care youth utilizing funds made available within Title I.
- Informs the YCCYF whether Title I funds are available to support additional transportation costs for students in foster care in order to maintain enrollment in their school of origin.
- Understands that if there are additional costs to providing transportation for a student in foster care to remain in his or her school of origin, all provisions set forth in the Transportation Procedures Plan will take precedent.
- Agrees that a student must remain in his or her school of origin while any disputes are being resolved.

YORK COUNTY OFFICE OF CHILDREN, YOUTH AND FAMILIES

- Establishes 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).
- Shares the Foster Care POC's contact information with state and local education and child welfare agencies.
- Identifies all students in foster care enrolled in the LCS in order for the LCS and YCCYF to fulfill the jointly agreed upon transportation responsibilities.
- Informs LCS of students in foster care who may be in need of transportation to maintain enrollment in their school of origin.
- Agrees to immediately inform the LCS of students in foster care who experience a change of foster care placement.
- Agrees to assist the LCS in exploring the full range of options for providing and funding transportation to maintain a student in his or her school of origin, consistent with the student's educational stability plan.
- 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.
- Understands that if there are additional costs to providing transportation for a student in foster care to remain in his or her school of origin, all provisions set forth in the Transportation Procedures Plan will take precedent.