**MEMORANDUM OF UNDERSTANDING**

**Between**

**Midfield City Schools**

**And**

**Jefferson County Department of Human Resources**

**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 Midfield City Board of Education (MCBOE) which is the Local Education Agency (LEA) and Jefferson County Department of Human Resources (JCDHR) 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 Midfield City Board of Education and Jefferson County Department of Human Resources 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 MCBOE and JCDHR 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 MCBOE and JCDHR 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 each party will 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:

## Midfield City Schools (MCBOE)

* Establish the Federal Programs Coordinator and the 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 JCDHR.
* Understands that the MCBOE’s average daily cost to transport a student is the first source of funding, it must ensure that transportation is provided to children in foster care, adhering to the collaboratively designed transportation plan.
* Understands that if there are additional costs for providing transportation for children in foster care to remain in his or her school of origin, the MCBOE through funding received through Title I and JCDHR through its funding sources will divide the remaining cost equally (50/50)..
* Agrees that a child must remain in his or her school of origin while any disputes are being resolved. Agrees to provide funding for transportation as described from the school of origin while any disputes are being resolved.
* Agrees that the JCDHR will determine who will transport a student in accordance with JCDHR transportation guidelines. The MCBOE can only authorize a student to be transported on a State of Alabama certified school bus.
* Transporting a student on an established MCBOE bus route is the only option available.

## Jefferson County Department of Human Resources (JCDHR)

* 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).
* Identifies children in foster care enrolled in the MCBOE who are in need of transportation in order for the MCBOE and JCDHR to fulfill the jointly agreed upon transportation responsibilities.
* Informs the MCBOE 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 LEA’s POC and the Federal Programs Coordinator and of the school of origin of children in foster care who experience a change of foster care placement.
* Understands that the MCBOE’s average daily bus cost to transport a student is the first source of funding.
* Understands that if there are additional costs for providing transportation for children in foster care to remain in his or her school of origin, JCDHR will 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, or other authorized funding sources and the MCBOE will support transportation costs through funding received through Title I and remaining cost above the MCBOE’s average daily cost to transport a student will be divided equally (50/50).
* 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.
* Makes available to the MCBOE a list of foster care students with transportation needs if the LEA Portal is not accurate or has not been updated

# Updates and Revisions:

Updates and revisions to this MOU should be made as needed. Best practice recommends that an updated MOU will be submitted after the first year of implementation (August 2018) and every three years thereafter.

This Memorandum of Understanding will take effect August 2022 and expires August 2023

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

**Midfield City Schools**

417 Parkwood St

Birmingham, AL 35228

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_

**Midfield City Schools**

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Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_

**Jefferson County Department of Human Resources**

2001 12th Ave N

Birmingham, AL 35234

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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