INTERGOVERNMENTAL AGREEMENT ON SCHOOL STABILITY

State Fiscal Years 2026 thru 2027

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies;

WHEREAS, Colorado's students in foster care experience much higher rates of school mobility and much lower rates of academic achievement than their peers, and less than one out of three Colorado students in foster care graduates high school within four years of entering ninth grade;[1]

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008,[2] (Fostering Connections Act), the Every Student Succeeds Act[3] (ESSA), and Colorado House Bill 2018-1306[4] require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care;

WHEREAS, the Fostering Connections Act, ESSA, and HB 18-1306 require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided, or, if this is not in his or her best interest, that the child or youth is immediately and appropriately enrolled in a new school even without normally required records;[5]

WHEREAS, the Fostering Connections Act allows child welfare agencies to use Title IV-E funds for reasonable travel to the school of origin for eligible children and youth[6] and Colorado HB 18-1306 provides designated funding in the child welfare block for school transportation;

WHEREAS, ESSA allows educational agencies to use Title I funds to pay for additional costs needed to transport children and youth in foster care to their school of origin;[7]

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[1] Clemens, E. V. (2014). Graduation and Dropout Rates for Colorado Students in Foster Care: 5-Year Trend Analysis (2007-08 to 2011-12). Greeley, CO: University of Northern Colorado. Visit http://www.unco.edu/cebs/foster-care-research/reports.aspx for all available reports and http://www.unco.edu/cebs/foster-care-research/needs-assessment-data/ for interactive data visualizations by topic.

[2] Fostering Connections to Success and Increasing Adoptions Act of 2008 (hereinafter "Fostering Connections Act"), Pub. L. 110-351, 122 Stat. 3949 (codified as amended in scattered sections of 42 U.S.C.). Sections of Fostering Connections relevant to this Agreement include, but are not necessarily limited to, 42 U.S.C. § 675(1)(G) and (4)(A).

[3] Every Student Succeeds Act, Pub. L. 114-95, 129 Stat. 1802 (codified throughout 20 U.S.C.). Sections of ESSA relevant to this Agreement include, but are not necessarily limited to 20 U.S.C. § 6311(g) and 20 U.S.C. § 6312(c)(5).

[4] Colorado House Bill 2018-1306 (hereinafter "HB 18-1306") is codified in relevant part at § 22-32-138, C.R.S. and § 19-3-208, C.R.S.

[5] 42 U.S.C. § 675(1)(G) and 20 U.S.C. § 6311(g)(1)(E) and § 6312(c)(5)(B).

[6] 42 U.S.C. § 675(4)(A). Throughout this document, "Title IV-E" refers to Title IV-E of the Social Security Act.

[7] 20 U.S.C. § 6302(a) (Appropriating funds to local educational agencies for use in carrying out activities described in ESSA Title I, Part A (20 U.S.C. § 6312)). Throughout this document, "Title I" refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act.

WHEREAS, ESSA requires each local educational agency to collaborate with the local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children and youth in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded,[8] and HB 18-1306 reiterates and further defines this requirement and makes it reciprocal for county departments of human services;

WHEREAS, such transportation must be provided promptly and in a cost-effective manner and in accordance with Section 475(4)(A) of the Social Security Act (codified at 42 U.S.C. § 675(4)(A));[9] and

WHEREAS, ESSA requires each local educational agency to designate a point of contact if the corresponding child welfare agency notifies it in writing that it has designated a point of contact,[10] and in Colorado, educational agency points of contact, known as Child Welfare Education Liaisons (CWEL), are required in each local educational agency;[11]

THEREFORE, the undersigned Parties agree to the following:

I. PARTIES

This Agreement is made between the following agencies:

EL PASO COUNTY DEPARTMENT OF HUMAN SERVICES ("Human Services"), located at 1675 W. Garden of the Gods Rd., Colorado Springs, CO 80907;

and

MANITOU SPRINGS PUBLIC SCHOOL DISTRICT ("School District"), 14 located at 405 EL MONTE PLACE, MANITOU SPRINGS, CO 80829.

II. TERMS AND EFFECTIVE DATE

This Agreement shall be deemed effective by the Agencies on _____ (date of execution), and shall have an initial term of one (1) year, which shall automatically renew on an annual basis, subject to and contingent upon DHS' receipt of funding and appropriation for the purposes as set forth herein. DHS shall provide District with an annual notice of sufficient funding and appropriation on an annual basis. In the event DHS does not receive sufficient funding for the purposes set forth in this Agreement, then this Agreement shall automatically terminate on June 30 of the year for which funding is still available, with no recourse to either Party.

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[8] 20 U.S.C. § 6312(c)(5)(B).
[9] *Id.*
[10] 20 U.S.C. § 6312(c)(5)(A).
[11] § 22-32-138, C.R.S.

A. Form of Notice

Prompt, efficient communication between parties is necessary to achieve the purposes of this Agreement. Therefore, unless otherwise specified, electronic signatures are sufficient, and notices do not need to be sent in hard copy.

To facilitate effective communication, unless otherwise specified, notices must:

1. Be in writing (verbal notice must be followed up with email);
2. Be delivered via email, in accordance with section IX.C regarding secure transfer of personally identifiable information; and
3. Utilize the agreed-upon forms included in the appendices to this Agreement, where applicable. Where there is no form, informal email messages are sufficient so long as they contain the necessary information.

III. DEFINITIONS

"Additional costs" are costs of transportation that exceed what the LEA would otherwise pay to transport the student to school if the student were not in foster care. [12]

"Best interest determination" refers to the outcome of a process facilitated by the County Department of Human Services, in accordance with 12 CCR 2509-4, 7.301.241, to determine whether it is in a child or youth's best interest to remain in the school of origin or, alternatively, transfer to a new school.

"Caregiver" for purposes of this Agreement, refers to any approved, non-professional adult who accepts the responsibility of transporting the student to school, including but not limited to a foster parent, kinship caregiver, custodial or non-custodial parent, non-custodial kin, older sibling, etc. The term is used broadly to describe persons who may be reimbursed for their mileage or public transit fares pursuant to this Agreement.

"Child in foster care" includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility, including those attending a public preschool. [13]

"Foster Care" has the same meaning as defined by 45 CFR § 1355.20, which is "24-hour substitute care for children placed away from their parents or guardians and for whom the Title IV-E agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and preadoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State, Tribal or local agency for the care of the child, whether adoption subsidy

[12] U.S. Departments of Education *and* Health and Human Services, *Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care* at 17-18 (June 23, 2016) available at http://www.acf.hhs.gov/sites/default/files/cb/ed_hhs_foster_care_guidance.pdf (hereinafter, "Joint Guidance").
[13] Joint Guidance at 8 (including preschoolers in scope of ESSA foster care provisions).

payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made."

"**Immediate Enrollment**" means attending and meaningfully participating in school by the date designated in the student's best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4).

"**Local Educational Agency**" (LEA) means the local public school district, charter institute, Colorado school for the deaf and the blind, and/or board of cooperative education services (BOCES). Individual schools are part of their respective LEAs. [14]

"**Out-of-home placement**" for purposes of this Agreement is interchangeable with "foster care." See definition of "foster care." [15]

"**School of origin**" has the same meaning as defined in § 22-32-138, C.R.S.: "the school in which a student was enrolled at the time of each placement into foster care. If the student's foster care placement changes, the school of origin is the school in which the student is enrolled at the time of the change in placement.
If the student is enrolled in a facility school, including residential child care facilities and secure detention facilities, and the student will no longer be enrolled in the facility school, the school of origin is the last school the student attended within the previous two years for at least one complete semester or term prior to entering the facility school or another school where the student had a meaningful connection within the previous two years. 'School of origin' includes the designated receiving school at the next grade level for feeder school or zone patterns when the student completes the final grade level served by the school of origin. When there is more than one potential school of origin, the student's input must be given strong consideration in determining which school to designate as the school of origin."

"**Student**" for purposes of this Agreement includes all school-aged children and youth who are in foster care for one or more days of an academic term, regardless of Title IV-E eligibility or out-of-home placement type (see definition of "foster care" above), including those attending a public preschool. [16] A school-aged child or youth is considered a "student" even if they have not been enrolled in or attending school.

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[14] Local Educational Agency is defined in various areas of state and federal law. This Agreement utilizes the definition from 12 CCR 2509-1.
[15] Both terms are used due to variations in state and federal law referring to the same population. Colorado law tends to use "out-of-home placement," as defined in 19-1-103(85), C.R.S., while federal law uses "foster care."
[16] § 22-32-138, C.R.S. (2018).

IV. POINTS OF CONTACT AND DUTIES

A. Human Services Point of Contact (Director)

The primary point of contact for purposes of administration of this Agreement is:

Stacie Kwitek, Executive Director

StacieKwitek@elpasoco.com

719-444-5530

By designating this individual as the point of contact, Human Services affirms that he or she has sufficient authority, capacity, and resources to fulfill the following:

- Coordinating with the corresponding School District point of contact.
- Making systemic operational and programmatic decisions.
- Directing Human Services staff to implement this Agreement.
- Ensuring development of necessary professional development and training to Human Services staff on Fostering Connections and ESSA provisions; § 22-32-138 and § 19-3-208, C.R.S., the school stability requirements of Volume 7 including 12 CCR 7.301.24, 7.301.241, and 7.301.242; and this Agreement.
- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

The primary point of contact for purposes of implementing this Agreement is: (Manager)

Holly McCoy, Assistant Manager

HollyMcCoy@elpasoco.com

719-650-1443

By designating this individual as the point of contact, Human Services affirms that he or she has sufficient authority, capacity, and resources to fulfill the following:

- Coordinating with the corresponding School District point of contact.
- Participating in the implementation of a local best interest determination process that meets the requirements of 12 CCR 7.301.241, including ensuring all required participants are invited and all required documentation is completed. See **Appendix A: Best Interest Determination Worksheet.**
- Notifying the School District point of contact within two school days when any student who attends school in the School District has been placed in foster care or when there has been a foster care placement change. If transportation will be needed to maintain the student in the school or origin and/or when a school

move is considered triggering a best interest determination process, this information must also be included in the notice. See **Appendix B: Notice to School District of Origin of Student in Out-of-Home Placement.**

- Notifying the School District point of contact within one school day of the outcome of a best determination for a student whose school of origin is within School District, including whether the determination triggers the need to provide ongoing transportation services pursuant to this Agreement. See the "Part II: Follow Up" section in **Appendix B: Notice to School District of Origin of Student in Out-of-Home Placement.** To ensure timely and consistent communication, the Human Services point of contact will send this notice even if a School District representative attended the best interest determination.
- Notifying the School District point of contact within one school day when there has been a best interest determination that student in foster care will transfer into a new school within School District from *another* local educational agency. See **Appendix C: Notice to Receiving School District of Student in Out-of-Home Placement.**
    - If the student is transferring between schools that are both within School District, the "Part II: Follow Up" notice on **Appendix B** is sufficient.
- Serving as a secondary source, when possible, to provide educational records from the Human Services case file to a student's new school.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any Human Services policies or practices necessary to implement these procedures.

B. School District Point of Contact

The primary point of contact for purposes of administering this Agreement is:

Suzi Thompson, Chief Financial Officer

sthompson@mssd14.org

719-685-2024

By designating this individual as the point of contact, the School District affirms that he or she has sufficient authority, capacity, and resources to fulfill the following:

- Coordinating with the corresponding Human Services point of contact.
- Making systemic operational and programmatic decisions.
- Directing School District staff to implement this agreement.
- Developing a "needs to know basis" confidentiality policy to meet the educational needs of students in foster care while also protecting privacy of sensitive information.

- Ensuring development of necessary professional development and training to School District staff on ESSA provisions, § 22-32-138, C.R.S., this Agreement, and the educational needs of students in foster care.
- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

The primary point of contact for purposes of implementing this Agreement is:

Holly McCoy, Assistant Manager

HollyMcCoy@elpasoco.com

719-650-1443

By designating this individual as the point of contact, the School District affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding Human Services point of contact to implement this Agreement.
- Ensuring participation of an individual from School District who knows the student when Human Services facilitates a best interest determination pursuant to 12 CCR 7.301.241. The participant should be someone who "is knowledgeable about the child and able to provide feedback on significant relationships that the child may have formed and how changing schools would impact his or her academic, social, or emotional well-being such as a teacher, counselor, coach, or other meaningful person in the child's life."[17]
- Implementing a "needs to know basis" confidentiality policy to meet the educational needs of students in foster care while also protecting privacy of sensitive information; documenting best interest determinations and foster care status on behalf of School District to the extent required to meet students' educational needs.
- Facilitating the prompt transfer of educational records for students in foster care who enter or exit a school within School District.
- Facilitating immediate enrollment for students in foster care who enter a school within School District.
- Immediately requesting education records from the school of origin for students in foster care who enter a school within School District.[18]
- Ensuring that students in foster care are promptly enrolled in School District's free lunch program.[19]
- Ensuring that the school and School District waive all school fees for students in out-of-home placement, including but not limited to any general fees, fees for

[17] Joint Guidance at 13.
[18] 20 U.S.C. § 6311(g)(1)(E) (requiring receiving school to immediately initiate records transfer).
[19] 42 U.S. § 1758(b)(5) (establishing categorical eligibility for free lunch for students in foster care).

books, fees for lab work, fees for participation in in-school or extracurricular activities, and fees for before-school or after-school programs.[20]
- Facilitating data sharing with Human Services consistent with FERPA, the IDEA, and other privacy laws and policies.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any School District policies or practices necessary to implement these procedures.

C. Seamless Coverage of Obligations

While the duties described above are expected to be fulfilled by the designated point of contact, the duties are obligations of the respective parties. School District and Human Services will ensure adequate staff time to meet the obligations of this agreement. School District and Human Services will ensure seamless coverage during times such as staff vacancies or leave.

V. BEST INTEREST DETERMINATIONS

When a school move is considered as a result of a change in foster care placements, Human Services must facilitate a best interest determination in compliance with 12 CCR 7.301.241. A copy of this section of rule is attached as Appendix A.

A. Responsibility for Determining Best Interest

Human Services is the entity responsible for determining whether it is in a student's best interest to remain in their school of origin, with input from School District.[21] Consistent with 12 CCR 7.301.241 and the point of contact duties outlined in this Agreement, Human Services must engage School District in this process, and School District must provide meaningful input from a representative who knows the student.

It is presumed to be in a student's best interest to remain in the school of origin with transportation provided. Therefore, if no school move is ever considered, a best interest determination is unnecessary. If School District believes a school move should be considered, and Human Services has not already initiated the best interest determination process, then the School District point of contact may send a written request for a best interest determination to the Human Services point of contact. If a best interest determination has not already occurred within the last 45 days, Human Services must then facilitate a best interest determination process within two weeks. If a best interest determination has been made in the last 45 days, Human Services may facilitate another best interest determination at their discretion.

In some instances, the juvenile court may exercise its jurisdiction to make a best interest determination. The juvenile court's orders are the final determination.

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[20] § 22-32-138, C.R.S. (2018).
[21] Joint Guidance at 14.

Decisions regarding best interests to remain in the school of origin are distinct from special education placement decisions, which are within the purview of the Individualized Education Plan (IEP) team.

Either party may initiate an informal conversation or staffing at any time as needed to identify and meet a student's needs.

B. Timing and Outcome of Best Interest Determination

The best interest determination must be made prior to a change in schools. The outcome of a best interest determination can be:

(1) It is in the student's best interest to remain in the school of origin (with or without a transportation plan); or
(2) It is in the student's best interest to change schools. The new school and date for transfer must be identified.

A determination that it is in a student's best interest to change schools must include the date when it is best for him or her to transfer, with the student continuing to attend the school of origin until that date. When a school move is necessary, it is assumed to be in a student's best interest to transition at natural academic junctures such as the end of the term but preferably at the end of a school year.

Human Services and School District agree to coordinate as outlined in this agreement to maintain students in their schools of origin unless it is determined not to be in their best interest to do so and until the designated date for transfer.

VI. IMMEDIATE SCHOOL ENROLLMENT

Human Services point of contact must notify School District point of contact within one school day of a determination that it is in a student's best interest to transfer into a school within School District. This notice must include the date designated for transfer. See **Appendix C: Notice to Receiving School of Student in Out-of-Home Placement** or the "Part II: Follow Up" section of **Appendix B: Notice to School District of Origin of Student in Out-of-Home Placement.**

School District must ensure the student is immediately enrolled, which means attending and meaningfully participating in school by the date designated in the student's best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4). Enrollment cannot be denied or delayed because documents normally required for enrollment (proof of age, proof of residency, vaccination records) have not been submitted.[22] School records, including an IEP, are never

[22] 20 U.S.C. § 6311(g)(1)(E); Joint Guidance at 20.

required for enrollment, but an enrolling school must immediately contact the school of origin to obtain relevant records.[23]

When a student transfers out of School District, School District must support that student's transition by ensuring prompt transfer of records to the new school. Records transfer must not be delayed due to any fees or fines the student may owe.

VII. PROVISION AND ARRANGEMENT OF TRANSPORTATION

Human Services and School District share the goal and obligation of providing prompt, cost-effective transportation to maintain students in their schools of origin. To achieve this, parties agree to the following terms and procedures.

A. Duration of Transportation

Transportation obligations begin on the day a student is placed out-of-home. It is presumed to be in a student's best interest to remain in the school of origin, so no formal best interest determination is needed to trigger parties' transportation obligations. However, School District may request a best interest determination as described in Section V of this Agreement.

Transportation must be continuously provided for the duration of the student's time in foster care unless and until it is determined not to be in the student's best interest. If a student exits foster care before the end of a school year, the transportation arrangement must be maintained through the end of the school semester to maintain the student's educational stability.[24]

B. Short-Term Transportation - Arrangement and Order of Preference

Children and youth in foster care must remain in the school of origin unless and until it is determined to be in their best interest to attend a new school. Per our placement contracts, the caregiver is responsible for arranging and/or providing transportation for youth to attend school. In the event the caregiver is unable or unwilling to arrange transportation, it is ultimately the responsibility of Human Services to arrange for transportation and ensure the youth attends school. Transportation may be a combination of methods as necessary for the individual situation.

These short-term preferences also apply when circumstances change during an existing placement and the previously arranged transportation plan can no longer be followed.

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[23] *Id.*

[24] Colorado law defines "student in out-of-home placement" status to extend until the end of the academic semester or term in which the student exits out-of-home placement. HB 18-1306, codified at § 22-32-138, C.R.S. Federal guidance encourages agencies to "make every effort to continue to ensure transportation is provided through the end of the school year" in which a child exits foster care. Joint Guidance at 17. See also § 22-32-116, C.R.S. (2017) (entitling non-resident students to remain in their school until the end of the academic term, or year for elementary and 12th grade students).

Order of preference for short-term transportation:

1. *Caregiver.* The preferred immediate transportation option is for the student's caregiver to provide transportation.
    - Human Services caseworker must coordinate with caregiver to arrange transportation under this option.
2. *Child Placement Agency (if applicable)*
3. *Public Transportation.* If public transportation is an appropriate option, the student may take public transportation to school.
    - The Human Services caseworker must work with the caregiver and student to identify a public transportation route.
    - Human Services accepts sole responsibility for the costs of public transportation, including the fares for an adult chaperone if necessary, to the school of origin for the first five school days.
    - Starting on the sixth school day, Human Services and School District agree to share the additional costs as described in Section VIII.
4. *Human Services or School District Staff.* Identified employees of Human Services and/or School District may provide school transportation.
    - Human Services point of contact must select and arrange short-term transportation with the employee(s).
5. *Third-Party Private Provider.* Identified third-party providers may provide school transportation. A list of these providers is attached as **Appendix E.**
    - Human Services point of contact must select and arrange short-term transportation with the provider.
    - Human Services and School District agree to share the costs of third-party providers on this list starting on the first school day and continuing until another appropriate transportation solution takes effect.

C. Ongoing Transportation - Arrangement and Order of Preference

Caregivers and School District are jointly responsible for arranging ongoing transportation. The provisions of this section apply until the end of the academic semester in which a child or youth exits out-of-home placement.

Consistent with the duties described in Section IV, the Human Services point of contact must notify the School District point of contact within two school days when a student who already attends school in School District has been placed in foster care or when there has been a foster care placement change. See **Appendix B: Notice of Placement Change Form.** The Human Services point of contact must indicate in this notice and/or follow up communication if the student must need transportation to their school of origin under this Agreement.

Human Services point of contact must also notify the School District point of contact within two school days should other circumstances change requiring revision to the transportation plan.

Within two school days of being notified of the need for transportation, the School District point of contact must determine whether there is an existing transportation route that the student can take to the school of origin or, alternatively, whether the student is eligible for transportation under the IDEA or the McKinney-Vento Homeless Assistance Act.

School District and Human Services points of contact must coordinate promptly to develop an ongoing transportation plan for individual students. Transportation may be a combination of methods as necessary for the individual situation.

Additional costs of ongoing transportation must be shared by Human Services and School District as detailed in Section VIII.

Order of preference for ongoing transportation:

1. *School District Route*. If there is an existing school district transportation route, including routes that can be modified, the School District point of contact must arrange for the student to begin riding on the existing route as soon as possible. The School District point of contact must notify the Human Services point of contact *and* the foster parent/kinship caregiver of the route information.
2. *Transportation Already Addressed through Other Means*. School District must assess whether the student is entitled to transportation services under another statute. School District must provide transportation funded by the School District if the student is eligible under the McKinney-Vento Homeless Assistance Act or the IDEA; because this transportation is already required, it does not pose an "additional cost."
3. *Drop-off to Meet School District Route*. This option is available when the student can be dropped off to meet an existing school district route, including routes that can be modified. School District point of contact will coordinate with Human Services point of contact *and* the foster parent/kinship caregiver to determine if this is an option.
4. *Caregiver*. As described above.
5. *Public Transportation*. As described above.
6. *Third*-Party Private Provider. As described above, except Human Services and School District points of contact must coordinate to select and arrange ongoing transportation with the provider.
7. *Human Services or School District Staff*. As described above, except Human Services and School District points of contact must coordinate to select and arrange ongoing transportation with the employee(s).

VIII. FUNDING OF TRANSPORTATION

A. Mileage Reimbursement Rates and Eligibility

Rates. When using personal vehicles, Human Services and School District employees must be reimbursed for mileage at the rates established by their respective agencies. These employees must maintain automobile and liability insurance at the levels required by their respective agencies' policies for transporting minors.

The rate for caregiver mileage reimbursement must be the same as is provided to Human Services staff or School District staff, whichever is greater.

Mileage to be reimbursed includes the door-to-door actual miles necessary to take the student to school, less the provider's normal commute (if any).

Insurance. Any and all persons transporting children under this Agreement shall have adequate insurance levels, as required by Colorado law.

Safe Driving Record. A valid driver's license is required for anyone providing transportation under this Agreement.

B. Cost-Sharing Between Human Services and School District

It is the intent of Human Services and School District to equitably share the costs of transportation to maintain students who are in out-of-home placement in their schools of origin. Except as otherwise provided in this Agreement, Human Services and School District will each pay fifty percent of the "additional costs" remaining after reimbursement/projected reimbursement by the Colorado Department of Human Services.

"Additional costs" are costs of transportation that exceed what the LEA would otherwise pay to transport the student to school if the student were not in foster care. When the district does not have any prior transportation cost for the student, the entire cost of the transportation is an "additional cost" subject to cost-sharing per this agreement.

In general, 80% of expenses pursuant to this Agreement will be reimbursed by the Colorado Department of Human Services. Human Services and School District will cost-share the remaining 20%, which are unreimbursed costs. In the event the HB 18-1306 school transportation fund is depleted, some costs may not be reimbursed by the Colorado Department of Human Services. In that case, the entire amount of unreimbursed "additional costs" is subject to cost-sharing under this Agreement.
Example of cost sharing:

- *When State CDHS has funds available to cover 80% of the cost*

Student changes foster care placements and needs transportation to the school of origin. The student did not previously have any district-provided transportation, and there are no pre-existing bus routes, so the student will need a new transportation option. The transportation is $25/day.

Total cost x 0.2 = amount to cost-share
$25/day x 0.2 = $5/day to cost-share

CDHS reimburses: $20/day
County cost-share: $2.50/day
District cost-share: $2.50/day

- *When State CDHS funding is depleted, the cost is shared by the school district and County*

Student changes foster care placements and needs transportation to the school of origin. The student did not previously have any district-provided transportation, and there are no pre-existing bus routes, so the student will need a new transportation option. The transportation is $25/day.

Total cost x 1.0 = amount to cost-share
$25/day x 1.0 = $25/day to cost-share

CDHS reimburses: $0/day
County cost-share: $12.50/day
District cost-share: $12.50/day

- *When the School District has prior costs*

Student receives special education and has transportation as part of her Individualized Education Program (IEP). Prior the change in foster care placements, the school district was paying $15/day for the student's transportation. After the change in foster care placements, transportation to the school of origin is $25/day.

(add'l cost = total cost - district's prior obligation) x 0.2 = amount to cost-share
add't cost = $25-$15/day = $10/day
$10/day x 0.2 = $2/day to cost-share

CDHS reimburses: $8/day
County cost-share: $1/day
District prior cost + cost-share: $16/day ($15 prior cost + $1 cost share)

The School District shall notify Human Services of prior costs during the Best Interest Determination (BID) meeting. Human Services shall invoice the school district on a monthly basis for their portion of the costs. Backup documentation will be provided and will include third-party invoice or worker mileage forms indicating the initial cost of services, specific dates, times, passenger(s), calculation of costs per agency, and any other pertinent information.

The primary point of contact for budget and funding purposes:

Samantha Montmeny, Budget Manager

SamanthaMontmeny@elpasoco.com

719-339-0039

IX. CONFIDENTIALITY

A. Confidentiality of Child Welfare Information

In order to protect family privacy, Human Services may not be able to disclose certain factors impacting the best interest determination, including but not limited to content of or progress on parents' treatment plans, details of students' mental health needs, sensitive family information, etc. The primary role of School District in the best interest determination process is to provide information and insight about the student and schools.

B. School District Use of Sensitive Information

Notwithstanding the safeguards above, School District and its employees will inevitably learn information of a sensitive nature as a result of participating in the best interest determination process and in the ongoing work of supporting children and youth in foster care. In recognition that education records are more accessible to a wider audience than child welfare records, School District must adopt practices and/or policies to allow it to utilize sensitive information to serve a student in foster care's educational needs without unnecessarily creating and maintaining "educational records" subject to disclosure pursuant to the Family Educational Rights and Privacy Act.

C. Secure Transfer of Personally Identifiable Information

The Parties agree to strictly adhere to and abide by applicable federal and state privacy laws, including, but not limited to, FERPA and HIPAA. The Parties agree to comply with the provisions of Colorado House Bill 18-1128, concerning the sharing of any personal

identifying information of Colorado residents and follow any necessary notification and breach procedures as may be required by law.

X. DISPUTE RESOLUTION

A. Funding of Transportation Pending Disputes

In order to meet the educational stability needs of children and youth, and to comply with Fostering Connections, ESSA, and Colorado HB 18-1306, Human Services and School District agree to provide and fully fund transportation as outlined in Section VIII above pending resolution of disputes.

B. Dispute Resolution Procedures

As soon as it is apparent that a disagreement exists and dispute resolution is necessary, the School District and Human Services points of contact must notify their respective administrators, identified as the administrative points of contact above, of the dispute. The administrators must attempt to come to an agreement within 5 school days. If an agreement still cannot be reached, parties agree that a third-party mediator will decide the outcome, including any amounts owed between parties for transportation provided pending the resolution.

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

BY: _____
CHAIR

MANITOU SPRINGS SCHOOL DISTRICT 14

BY: _____
[Name]

[Title] Chief Financial Officer

ATTEST:

BY: _____
COUNTY CLERK AND RECORDER

APPROVED AS TO FORM:

BY: Dorey L Lindemann
OFFICE OF THE COUNTY ATTORNEY

LIST OF APPENDICES:

Appendix A: Best Interest Determination Worksheet

Appendix B: Notice of Placement Change Form

Appendix C: Approved Third-Party Private Transportation Providers

BEST INTEREST DETERMINATION WORKSHEET

Use this worksheet to determine whether it is in a child or youth's best interest to remain in their school of origin each time a school change is considered due to a change in foster care placements. See 12 CCR 2509-4, 7.301.241 for the regulations regarding best interest determinations. **The presumption is that a student will remain in the current school; a student should only change schools if remaining in the current school is not in their best interest.**

Child/Youth's Name:_____ Grade in school:_____

Date of Meeting: Meeting Facilitator: _____

School of Origin and School District: _____

Potential New School(s) and District(s) considered:

- _____
- _____
- _____

PARTICIPANTS

Role	Name	Preferred Name & Pronouns	Agree w/ determination?
Child/Youth*		Select	○ Yes ○ No
Parent*		Select	○ Yes ○ No
Parent*		Select	○ Yes ○ No
Caseworker*		Select	○ Yes ○ No
Child/Youth's GAL, if appointed*		Select	○ Yes ○ No
Current school CWEL *		Select	○ Yes ○ No
Educational Surrogate Parent, if any *		Select	○ Yes ○ No
Future Caregiver (new placement)		Select	○ Yes ○ No
Receiving school CWEL		Select	○ Yes ○ No
Other:		Select	○ Yes ○ No
Other:		Select	○ Yes ○ No
Other:		Select	○ Yes ○ No
Other:		She/Her	○ Yes ○ No
Other:		Select	○ Yes ○ No

*Required by 12 CCR 2509-4, 7.301.241. If required participants do not attend, document attempts to invite the participant and obtain their input prior to the meeting.

SUPPORTING DOCUMENTATION CONSIDERED:

- ☐ Report cards/progress reports
- ☐ Test scores
- ☐ Attendance data
- ☐ IEP or 504 Plan
- ☐ Transcript with current credits, if in high school
- ☐ Discipline records
- ☐ Evaluations of student
- ☐ Written input from absent participants
- ☐ Other: _____
- ☐ Other: _____

DISCUSSION OF CHILD/YOUTH'S BEST INTEREST

Bolded questions are required by 12 CCR 2509-4. 7.301.241.

1. **Which school does the child/youth prefer? Why?**
   (If there is a question which school is the "school of origin," use this space to also document the child/youth's input on which school they have a meaningful connection with)

2. **Is the child/youth's safety impacted by which school they attend? If so, how?**

3. **How can the school of origin meet the child/youth's academic and non-academic needs?**
   a. **Academic needs, including special education:**
   b. **Extra-curricular activities:**
   c. **Social needs:**
   d. **Emotional needs:**
   e. **Other needs:**
   f. **Does the child/youth have a meaningful and appropriate relationship with an adult at the school of origin? Give special weight to this factor.**

4. **How can the proposed new school meet the child/youth's academic and non-academic needs?**
   a. **Academic needs, including special education:**
   b. **Extra-curricular activities:**

c. **Social needs:**

d. **Emotional needs:**

e. **Other needs:**

5. Could a school transfer be timed to coincide with a logical academic juncture such as the end of the school year or semester or an event that is significant to the child/youth? Consider the academic calendars of both the proposed new school(s) and the current school.

6. How would changing schools affect the child/youth's ability to earn full academic credit, proceed to the next grade, or graduate on time?

7. How many schools has the child/youth attended over the past few years? This year? How have past school transfers impacted them?

8. How will the placement change impact the child/youth's other relationships outside of school, such as friends, family and kin, faith and community organizations, etc.? Consider where the child/youth's siblings are placed and where they will go to school, if applicable.

9. **What is the child/youth's permanency goal, and how is this impacted by the school selection?**

10. **How would the length of the commute to the current school impact the child/youth?** Consider the length of the commute on various modes of transportation, e.g., car, school bus, public transit. (Note: The cost of transportation is not a permissible factor.)

11. Which school does the child/youth's parent(s) prefer? Why?

12. Document any other factors the team considered.

DETERMINATION AT END OF MEETING:

Scenario A: If Youth is Leaving School of Origin

In a process pursuant to 12 CCR 7.301.241, it has been determined to be in the student's best interest to transfer to a new school in your district. To ensure a seamless transition for the student, Human Services requests that:

Sending Initials	Receiving Initials	
		The new school, , immediately enroll the student, effective decided in best interest process., even without normally required records. Every Student Succeeds Act (ESSA), 20 U.S.C. § 6311(g)(1)(E)(ii); 22-32-138, C.R.S. (2018).
		The student's educational records be immediately requested from the school of origin. ESSA, 20 U.S.C. § 6311(g)(1)(E)(iii); 22-32-138, C.R.S. (2018).
		The student be enrolled in School District's free lunch program. 42 U.S. § 1758(b)(5) (categorical eligibility for free lunch).
		The school and School District waive all school fees the student may incur, including but not limited to any general fees, fees for books, fees for lab work, fees for participation in in-school or extracurricular activities, and fees for before-school or after-school programs. § 22-32-138, C.R.S. (2017).
		The student is currently receiving special education services and will need to continue special education services in the new school. A copy of the student's current IEP will be attached.

Scenario B: If Youth is Remaining in School of Origin

It is presumed to be in a student's best interest to remain in the same school unless determined otherwise. In this case, the Human Services has determined it is in the student's best interest to remain in the current school. Pursuant to 12 CCR 7.301.241, the student will need transportation to the school of origin, pursuant to the Intergovernmental Agreement between Human Services and School District.

Detailed Transportation Plan (transporting agency/individual, fiscally responsible, etc.):

Thank you for your assistance in supporting during this transition. Please contact me if you have any questions. I welcome the opportunity to discuss how we can work together to help be successful in school.

Sincerely,

Name:
Title:
Contact Information:

EL PASO COUNTY
COLORADO

Department of Human Services

Stacie Kwitek-Russell, Executive Director
719-626-0000
Citizens Service Center
1675 W. Garden of the Gods Rd.
Colorado Springs, CO 80907
www.ElPasoCo.com

Board of County Commissioners
Holly Williams, District 1
Carrie Geitner, District 2
Bill Wysong, District 3
Cory Applegate, District 4
Cami Bremer, District 5

Today's Date:

Date Moved:

SCHOOL OF ORIGIN:

RECEIVING SCHOOL:

Child Welfare Education Liasion (CWEL) Name:
CWEL School/School District:
CWEL Email and Phone Number:

Important Contact Information
Student Name: Preferred Name: Pronouns:
Date of Birth: Select Current School: Grade:
IEP:

The student's new placement is:
Placement Type: Group Home/Facility name (if applicable):
Caregiver Name: Phone Number: Email: Select
Caregiver Name: Phone Number: Select Email: Select

Address: Select City/State Zipcode: Select

Notes: (re: placement, e.g., kinship, placed with siblings in same school, etc)

Parent 1
Name: Phone Number: Email: Select
Address:Select
Court Order Restrictions:

Parent 2
Name: Select Phone Number: Email:
Address:
Court Order Restrictions:

Educational decision-maker (if other than the parents)
Name: Phone Number: Email:

Department of Human/Social Services Caseworker:
Name: Select Phone Number: Email:

Status of Best Interest Determination (BID):
Pursuant to 12 CCR 7.301.241, the Human Services invites participation from a representative of the school who knows the student and can contribute meaningfully to the discussion. Please identify this person and notify him/her of this meeting.
(Select one)

☐ The meeting is scheduled for at and will be held at/on

☐ The meeting is currently being scheduled. Please contact as soon as possible for more information.

APPROVED THIRD-PARTY PRIVATE TRANSPORTATION PROVIDERS

The following individuals and/or organizations have been approved by Human Services and School District to provide transportation to and from school for children and youth in foster care. This list is not ranked in order of preference.

1. HopSkipDrive
    - Summary of Costs:

1. Trip Base Cost	$30.00
2. Cost Per Mile	$ 2.99
3. WAV- in addition to Trip Base Cost	$55.00
4. Rides Canceled 2-12 hours prior to pickup	$ 0.00
5. Rides canceled within 2 hours of pickup	$40.00

2. Via Mobility
    - Summary of Costs:

1. Trip Base Cost- with included 6 miles	$51.50
2. Cost Per Mile	$ 2.50
3. WAV Trips- Trip Base Cost with included 6 miles	$62.50
4. Rides Canceled 2-12 hours prior to pickup	$ 0.00
5. Rides canceled within 2 hours of pickup	$51.50