

## INTERGOVERNMENTAL AGREEMENT

**THIS INTERGOVERNMENTAL AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County” or “Department”), and **DOUGLAS COUNTY SCHOOL DISTRICT** (“School District”). The County and School District are sometimes collectively referred to as the “Parties” and each as a “Party”.

### RECITALS

**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; and

**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 graduate high school within four years of entering ninth grade; and

**WHEREAS**, the Fostering Connections to Success and Increasing Adoptions Act of 2008, (Fostering Connections Act) and the Every Student Succeeds Act (ESSA) require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and

**WHEREAS**, the Fostering Connections Act and ESSA require that when a child or youth in foster care changes living placements, he or she remains in the current school 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; and

**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; and

**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; and

**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 school of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care; and

**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)); 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, and in Colorado, educational agency points of contact, known as Child Welfare Education Liaisons (CWEL), are required in each local educational agency.

**NOW, THEREFORE**, the undersigned Parties do hereby agree to the following:

1. **SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Parties as described. The Parties may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the cost sharing arrangement, which are mutually agreed upon between the Parties, shall require an Amendment.
2. **TERM:** It is mutually agreed by the Parties that the term of this Agreement shall commence as of 12:01 a.m. on July 1, 2024 to 11:59 p.m. on June 30, 2025. This Agreement and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.
3. **FUNDING AND INVOICES:** Parties agree to the funding, cost sharing, and invoicing requirements outlined in Exhibit B.
4. **POINTS OF CONTACT:** Respective points of contact are:

Douglas County School District  
620 Wilcox Street, Castle Rock, Colorado 80104

Debra Jones (Intergovernmental Agreement or IGA)  
[Djones3@dcsdk12.org](mailto:Djones3@dcsdk12.org)  
Phone: (720) 433-1221

Donna Grattino (IGA)  
[dgrattino@dcsdk12.org](mailto:dgrattino@dcsdk12.org)  
Phone: (303) 387-0401

Mackenzie Wamsley (referrals and invoices)  
[mwamsley@dcsdk12.org](mailto:mwamsley@dcsdk12.org)  
Phone: (303) 387-0457

Douglas County Department of Human Services  
4400 Castleton Court, Castle Rock, Colorado, 80109

Alexa Garrido (transportation coordination and referrals)  
[agarrido@douglas.co.us](mailto:agarrido@douglas.co.us)  
Phone: 303-242-4757

Human Services Business Office (Invoices are sent this email and not  
specific staff.)

[HSAccounting@douglas.co.us](mailto:HSAccounting@douglas.co.us)

Madeleine Daly (IGA)

[mdaly@douglas.co.us](mailto:mdaly@douglas.co.us)

Phone: (303) 814-5374

**Exhibit A**  
**SCOPE OF SERVICES**

Human Services and School District (Parties) share the goal and obligation of providing prompt cost-effective transportation of children and youth who are in the legal custody of Douglas County Human Services to be able to attend their schools of origin. To achieve this, Parties agree to the following terms and procedures.

Parties understand and agree that not all information relevant to a student's best interest determination is permissible or appropriate to be shared with School District staff. 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. Parties agree that the primary role of the School District in the best interest determination process is to provide information and insight about the student and schools.

Pursuant to the Family Educational Rights and Privacy Act of 1974 and the Douglas County School District School Board Policy JRA, student education records may be disclosed to a school official having a legitimate educational interest.

Parties agree that Human Services personnel and/or any contracted provider will comply with the requirements in C.R.S §§ 22-16-108 to 22-16-110, Student Data Transparency and Security.

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

1. Transportation will be provided to and from a School District school for the duration of the student's time in foster care as long as it continues to be in the student's best interest. Best interest determination refers to the outcome of a process facilitated by Human Services in accordance with 12 CCR 2509-4, 7.301.241 to determine whether it is in a child's or youth's best interest to remain in the school of origin or alternatively transfer to a new school.
2. School District will:
  - a. Ensure the prompt transfer of educational records for students in foster care who enter or exit a school within the School District;
  - b. Facilitate immediate enrollment for students in foster care who enter a school within the School District;
  - c. Immediately request education records from the school of origin for students in foster care who enter a school within the School District; and
  - d. Ensure that students in foster care are promptly enrolled in School District's free lunch program.

3. Children and youth in foster care must remain in the school of origin unless it is determined to be in their best interest to attend a new school. In recognition that initial placement into foster care and changes in foster care placements often occur with little notice, Human Services is responsible for arranging short-term transportation to ensure school attendance immediately following a placement change.
4. If a student exits foster care before the end of a school year, the transportation arrangement will be maintained through the end of the school year as long as it continues to be in the student's best interest.
5. Provision and arrangement of transportation is as follows:
  - a. Human Services accepts sole responsibility for the costs of transportation, including any additional cost if necessary, to the school of origin for seven (7) days. Starting on the eight (8<sup>th</sup>) day, Parties agree to share the cost of transportation.
  - b. Human Services will notify the School District within two (2) 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 the notice will indicate if the student will need transportation to their school of origin under this Agreement.
  - c. Human Services will notify the School District within two (2) school days when there is a change requiring revision to the transportation plan.
  - d. Within two (2) school days of being notified of the need for transportation, School District will 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-Vinto Homeless Assistance Act.
  - e. School District will notify Human Services of the transportation plan for the student that will start effectively on the eighth (8<sup>th</sup>) day from notice placement. Starting on the eighth (8<sup>th</sup>) day, Parties agree to share the cost of transportation.
  - f. Parties shall ensure adequate staff time to meet the obligations of this Agreement. Parties shall ensure seamless coverage during times such as staff vacancies or leave.
6. Background Checks
  - a. Various required checks are outlined in this section. The costs of the background checks are not reimbursable under this IGA.
  - b. With regard to School District employees, the School District agrees to:
    - i. Ensure all employees who may have client contact or provide services under this IGA have submitted to and passed a fingerprint-based CBI and FBI criminal background check prior to commencing provision of services under this IGA. The School District agrees to follow all applicable state and federal laws in connection with conducting such background checks.
    - ii. Upon request, provide the Department with a verification that any employee who has client contact or provides services under this IGA has undergone the required fingerprint-based background check and passed it.
    - iii. Timely review all CBI and FBI updates to employee fingerprint-based background checks and inform the Department of any charges that may disqualify an employee from providing services under this IGA.

- c. With regard to School District subcontractors, the School District warrants that it requires all subcontractors that provide transportation services for its students to conduct criminal background checks on any employees transporting School District students. Any subcontractor's employee who has been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, is prohibited from transporting School District students. Upon request, the School District agrees to provide to the Department any subcontractor's employee background check verification

**Exhibit B**  
**FUNDING AND INVOICES**

1. Funding of transportation shall be as follows:
  - a. It is the intent of Parties to share the additional costs of transportation equally and to maximize availability of State and Federal dollars.
  - b. When there is State allocated ESSA funds available to Douglas County, Human Services will reimburse the School District 90% of the cost of the authorized ESSA foster care students until such funds are no longer available at which point Parties will share the cost 50/50.
2. Invoicing and Reimbursement shall be as follows:
  - a. School District will invoice Human Services for 100% of the costs of ongoing school transportation for authorized foster care students to their home schools. School District will provide copies of their transportation subcontractors' contracts which outline services and rates. Updates in services and rates will be timely provided. In the event that two or more children have the same pick-up and drop-off locations, this will be reimbursed as long as this is outlined in the subcontract with the School District. School District will also provide the subcontractors' invoices for each child each month. Items that are required or requested, e.g., booster seat, assistive device or monitor, will be reimbursed per the subcontractors' contracts. However, if something is not requested or required, or the need for it ends, the Department will not pay for it or stop paying for that item.
  - b. Human Services will reimburse School District for 100% of the costs for long-term/ongoing transportation.
  - c. Human Services will invoice School District for 10% of the costs for long-term/ongoing transportation until the State allocated ESSA funds to Douglas County have been spent. School District will pay invoices within 45 days.
  - d. Once the ESSA allocation has been spent, School District will invoice Human Services for 100% of the costs for the authorized ESSA transportation.
  - e. Human Services will reimburse School District for 50% of the costs of authorized ESSA transportation in accordance with this Agreement and in conformity with ESSA requirements.
  - f. Invoices to Human Services must be submitted by the 15<sup>th</sup> of the month following the month in which services are provided except the June 2025 invoice is due by noon on July 7, 2025. Invoices sent after these deadlines will not be paid. Invoices will include this documentation:
    - i. Student's name,
    - ii. Address for pick-up location (foster home),
    - iii. Destination address (student's school),
    - iv. Total mileage,
    - v. Any approved additional costs,
    - vi. Documentation of cancellation and no-shows, and
    - vii. Subcontractor's itemized invoice for each child each month.
  - g. Invoices to Human Services may be sent: 1) via secure email to [HSAccounting@douglas.co.us](mailto:HSAccounting@douglas.co.us), 2) uploaded to the County's secure file transfer

site if one is available, 3) posted to the School District's secure file transfer site if one is available, or 4) mailed to:

Douglas County Human Services  
Castleton Court, Castle Rock, CO 80109  
Attention: Business Office



IN WITNESS WHEREOF, the County and School District have executed this Agreement as of the above date.

**DOUGLAS COUNTY SCHOOL DISTRICT**

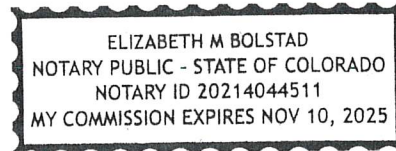
BY: Danelle Hiatt  
 Danelle Hiatt, Deputy Superintendent

DATE: July 8, 2024

**Signature of Notary Public Required:**

STATE OF Colorado )  
 )  
 COUNTY OF Douglas )

ss.



The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July, <sup>2024</sup> ~~2023~~, by Elizabeth Bolstad.

Witness my hand and official seal

[Signature]  
 Notary Public

My commission expires: 11-10-2025