

**PURCHASE OF SERVICE AGREEMENT  
FOR THE TRANSPORTATION OF CHILDREN AND YOUTH  
IN FOSTER CARE PLACEMENT**

THIS AGREEMENT is made and entered into between ST. LOUIS COUNTY, 320 West Second Street, Duluth, Minnesota 55802, hereinafter referred to as "County," and, **Independent School District (ISD) #709, 3200 W Superior Street, Duluth, MN 55806**, hereinafter referred to as "District", for the period of July 1, 2020 to June 30, 2022.

WHEREAS, the County, through its Public Health and Human Services Department (PHHS) has identified a certain population of foster children in need of transportation services; and

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare 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 pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District and County agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:

The term of this Agreement shall be in effect from July 1, 2020 to June 30, 2022.

2. EDUCATIONAL PLACEMENT DECISIONS:

County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless contrary to the child's best interests. When possible, County will consult with the district liaison or a representative of the school in which the child is currently enrolled when determining the child's best interests with regard to educational placement.

### 3. BEST INTEREST FACTORS:

When considering placement the following best interest factors should be considered:

1. The student's age; and
2. The school attended by the student's siblings; and
3. Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term; and
4. Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time; and
5. The preferences of the student, the birth parents or prior custodians as appropriate, and the students foster care parent(s) or current placement provider; and
6. School stability and educational continuity; and
7. Time remaining in in the academic year; and
8. Personal safety, attendance, academic progress and social involvement of the students in the current school; and
9. The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically; and
10. Availability of classes to avoid credit loss and for timely graduation or promotion; and
11. Documentation of the best interest determination shall be maintained in the County case file and student's cumulative record.

### 4. SERVICES

Transportation Services will be provided by the District in the following manner: A transportation plan for which student will be determined by the district and district's county's point of contact. A form will be developed that states the individual's transportation plan that is shred with both points of contact.

- 4.1 Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. District will cover the associated costs.
- 4.2 Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the District will assume costs required for transporting the student to school. District will cover the associated costs.
- 4.3 Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.4 Students residing in a foster care placement outside of District boundaries, but attending a District School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.5 Students placed in foster care within District and attending a non-ISD # 709 area schools: The District will bear no financial responsibility for this student. County and the School District where the student attends are expected to make arrangements for transportation and the associated costs.

5. PAYMENT FOR SERVICES:

5.1 The District and County agree to split the costs of the transportation as outlined in Section 4.3 and 4.4, including but not limited to staff time and third party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and the County agree to each assume pay 50% of the costs unless the need is approved under section 5.3.

5.2 County will identify a point of contact from the agency to work directly with the district liaison to ensure transportation arrangements are timely and authentic. All transportation requests by the County point of contact are to be honored. The point of contacts are listed in sections 13.1 and 13.2.

5.3 Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to extenuating circumstances a driver or vehicle is unavailable, upon approval, County will be responsible for transportation of the student placed in foster care until a service can be identified.

5.4 The County will bill the District directly for arrangements that meet provisions 4.3 and 4.4.

5.5 The District will submit itemized invoices to the County on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge (50% of total cost).

5.1.1 Billing should be submitted to:  
Lisa King, Business Services Supervisor  
St. Louis County Public Health and Human Services  
Business Services, Government Services Center  
320 West 2nd Street, Room 401  
Duluth MN 55802-1495

5.6 Payment shall be made within 30 days of receipt and approval of the invoice.

5.6.1 Payment questions can be directed to Lisa King, Business Services Supervisor, 218-726-2153, [kingl@stlouiscountymn.gov](mailto:kingl@stlouiscountymn.gov).

5.7 In situations where transportation is being funded by County, point of contact will notify the district liaison when foster care placements end.

6. DISPUTE RESOLUTION:

6.1 It is the responsibility of County and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

6.2 County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

6.3 To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

6.3.1 The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.

6.3.2 Upon receipt of the explanation, the decision will be reviewed by the District and the Division Director of Children and Family Services (CFS) of County. Input will be reviewed from all parties and a decision by the Division Director of CFS of County will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a decision making team meeting.

6.3.3 CFS Division Directors of County:

St. Louis County PHHS

Paula Stocke

218-471-7178

[StockeP@stlouiscountymn.gov](mailto:StockeP@stlouiscountymn.gov)

6.4 County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and County.

6.5 If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.

7. **PROVIDER NOT AN EMPLOYEE:**

It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of County. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise stated herein.

8. **INDEMNIFICATION:**

Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses,

claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

13. NOTICES/COMMUNICATIONS:

All notices and communication pursuant to this Agreement will be directed to the PHHS point of contact (POC):

13.1 Northern St. Louis County

Dave Schunk, CFS Supervisor  
218- 471-7156  
[SchunkD@stlouiscountymn.gov](mailto:SchunkD@stlouiscountymn.gov)

13.2 Southern St. Louis County

Kathy Bergum, CFS Supervisor  
218-726-2242  
[bergumk@stlouiscountymn.gov](mailto:bergumk@stlouiscountymn.gov)

13.3 ISD #709, main contact

Dr. Darren Sheldon  
Principal, Lakewood Elementary School  
Federal Programming Coordinator, ISD #709  
218-336-8870 ext 1011  
[darren.sheldon@isd709.org](mailto:darren.sheldon@isd709.org)

13.4 ISD#709, secondary contact

TBD

IN WITNESS WHEREOF, County and Provider agree to be bound by the provisions of this Agreement, said Agreement being effective from July 1, 2020 to June 30, 2022.

**DISTRICT**



Date: 10/12/2020

**COUNTY**



Linnea B. Mirsch  
Public Health & Human Services Director

Date: 10.12.20

Approved as to form and execution:



Benjamin M. Stromberg  
Assistant County Attorney

Date: 10/16/2020