

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

This Agreement is entered into by and between South Koochiching-Rainy River School District (hereinafter referred to as the District) and **Koochiching County**.

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 **Koochiching 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, 2022 – June 30, 2023.

2. EDUCATIONAL PLACEMENT DECISIONS:

Koochiching 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. **Koochiching County** and/or representative of the school in which the child is currently enrolled will work with the **Koochiching County** foster care contact to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

If **Koochiching County** considering moving a child to a new educational placement, **Koochiching**

County will have a phone consultation with the school contact prior to gathering input about the best interests of the child in relation to their school placement. **Koochiching County** and District Transition Education Services Liaison responsible for students in foster care will work collaboratively to inform this school placement decision-making process. The school will provide information about the appropriateness of the child's current educational placement. **Koochiching County** shall take into consideration this information and other best interest factors found in paragraph three in making educational decision. The District Transition Education Services Liaison and /or a representative of the school in which the child is enrolled will be asked to participate in the meeting, either by phone or in person. **Koochiching County** will identify a point of contact from the agency to work directly with the District Transition Education Services Liaison to ensure a smooth transition.

3. BEST INTEREST FACTORS:

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

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

4. SERVICES

Transportation Services will be provided by the District in the following manner:

- a. 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.
- b. 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.

- c. 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 **Koochiching County** to determine the best possible means of transportation. The District and **Koochiching County** will share the transportation costs identified in Section 5a.
- d. 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 Koochiching County to determine the best possible means of transportation. The District and Koochiching County will share the transportation costs identified in Section 5a.
- e. Students placed in foster care within District and attending a non-ISD 362 Schools: The District will bear no financial responsibility for this student. **Koochiching County** and the School District where the student attends are expected to make arrangements for transportation and the associated costs.

5. PAYMENT FOR SERVICES:

- a. The District and **Koochiching County** agree to split the costs of the transportation described in Section 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 **Koochiching County** agree to each assume pay 50% of the costs.
- b. **Koochiching County** will identify a point of contact from the agency to work directly with the District Transition Education Services Liaison to ensure transportation arrangements are timely and authentic. All transportation requests are to be requested by the **Koochiching County** point of contact to be honored.
- c. Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to driver or vehicle unavailability, Koochiching County will be responsible for transportation of the student placed in foster care.
- d. **Koochiching County** will compensate the District for transportation provided outside of the district pursuant to this agreement at the rate billed to the district by the private transportation company. Copies of the invoices from the private transportation company will be provided to **Koochiching County**.
- e. The District will submit itemized invoices to the **Koochiching County** contact on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge. Payment shall be made within 35 days of receipt of the invoice.
- f. In situations where transportation is being funded by Koochiching County, Koochiching County point of contact will notify the District Transition Education Services Liaison when foster care placements end.

6. DISPUTE RESOLUTION:

It is the responsibility of **Koochiching 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.

Koochiching 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.

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

1. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
2. Upon receipt of the explanation, the decision be reviewed by the District and the **DIRECTOR of Children's Human Services of Koochiching County**. Input will be reviewed from all parties and a decision by the **DIRECTOR** 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 **Dispute Resolution Decision Making Team** meeting.
3. 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 **Koochiching County**.
4. 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 **Koochiching 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 **Koochiching 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 **Koochiching 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 **Koochiching 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.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

COUNTY OF **Koochiching**
STATE OF MINNESOTA

Koochiching County
BOARD OF COMMISSIONERS

South Koochiching-Rainy River
ISD 363

BY: _____

BY: _____

NAME _____

Jeremy Tammi

Position _____

Superintendent/Principal

DATED: _____

DATED: _____

ATTESTED TO:

BY: _____

BY: _____

County Director

Executive Director of Finance

DATED: _____

DATED: _____

BY: _____

County Attorney

DATED: _____