

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

This Agreement is entered into by and between Pelican Rapids School District #548 (hereinafter referred to as the **District**) and Otter Tail 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 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**, the **District** and **Otter Tail County** agree to share the costs of transportation as described in Section 4C and 4D. 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 **April 1, 2019** through **December 31, 2019**.

2) EDUCATIONAL PLACEMENT DECISIONS

Otter Tail 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. **Otter Tail County** and/or representative of the school in which the child is currently enrolled will work with the **Otter Tail 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 **Otter Tail County** is considering moving a child to a new educational placement, **Otter Tail 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. **Otter Tail County** and **District Foster Care 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. **Otter Tail County** shall take into consideration this information and other best interest factors found in paragraph three in making educational decision. The District Foster Care Liaison and/or representative of the school in which the child is enrolled will be asked to participate in the meeting, either by phone or in person. **Otter Tail County** will identify a point of contact from the agency to work directly with the District Foster Care 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 remaining 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, and history of previous transfers;
- Availability of classes to avoid credit loss and for timely graduation or promotion;
- Availability and quality of services in the school to meet the child's educational and socioemotional needs;
- Whether the child is a student with a disability under IDEA who is receiving special education or related aids and services and, if so, the availability of those required services in a school other than the school of origin; and
- Whether the child is EL and is receiving language services, and, if so, the availability of those required services in a school other than the school of origin, consistent with Title VI and EEOA.
- Documentation of the best interest determination shall be maintained in the **Otter Tail County** case file and student's cumulative record.
- Transportation costs should not be considered when determining a child's best interest.

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 **Otter Tail County** to determine the best possible means of transportation. The **District** and **Otter Tail 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 **Otter Tail County** and the School District where the student attends are expected to make arrangements for transportation and the associated costs.
- e. **Students placed in foster care within District and attending a non-ISD #548 School:** The **District** will bear no financial responsibility for this student. **Otter Tail 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 **Otter Tail County** agree to splitting the costs of the transportation described in Section 4C and 4D, 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 Section 4C and 4D are to be split equally; the **District** and **Otter Tail County** agree to each assume pay 50% of the costs.
- b. **Otter Tail County** will identify a point of contact from the agency to work directly with the District Foster Care Liaison to ensure transportation arrangements are timely and authentic. All transportation requests are to be requested by the **Otter Tail County** point of contact to be honored.
- c. Transportation services will be provided by the **District** and its contracted transportation providers, when possible.
- d. The **District** will submit itemized invoices to the **Otter Tail 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.

- e. In situations where transportation is being funded by **Otter Tail County, Otter Tail County** point of contact will notify the District Foster Care Liaison when foster care placements end.

6) DISPUTE RESOLUTION

It is the responsibility of **Otter Tail 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. **Otter Tail 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:

- The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- Upon receipt of the explanation, the decision will be reviewed by the **District** and the **Director/Supervisor of Otter Tail County**. Input will be reviewed from all parties and a decision by the **Director/Supervisor** 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 team review. The team would consist of Director/Supervisor of Otter Tail County, District Liaison, and case manager. Ultimately the decision lies with the County. A written explanation should be provided to all parties.
- To the extent feasible and appropriate, the **District** must ensure that a child remain in his or her school of origin while disputes are being resolved to minimize disruptions and reduce the number of moves between schools.
- **Otter Tail 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 **Otter Tail County**.
- The **District** must ensure that children in foster care needing transportation to the school of origin promptly receive such transportation in a cost-effective manner. (ESEA section 1112 (c) (5) (B) (i)). Therefore, the **District** must provide or arrange for adequate and appropriate transportation to and from the school of origin while any disputes are being resolved.
- 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 **Otter Tail 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 **Otter Tail 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 **Otter Tail 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 **Otter Tail 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.

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

**COUNTY OF Otter Tail
STATE OF MINNESOTA**

APPROVED AS TO FORM AND EXECUTION DATED:

BY: _____

**Chairperson
County Board of Commissioner**

BY: _____

**Director
Otter Tail County Human Service**

DATED: _____

DATED: _____

ATTESTED TO:

BY: _____

**County Administrator
Otter Tail County**

BY: _____

**Superintendent
School District #548**

DATED: _____

DATED: _____