

Purchase of Service Agreement  
(Transportation Plan to Ensure School Stability for Students in Foster Care)

This agreement is entered into by and between Independent School District #2856 (hereinafter referred to as school district) and Marshall County, through Marshall County Social Services (hereinafter referred to as county).

WHEREAS, pursuant to the Every Student Succeeds Act (ESSA), youth placed in foster care must remain enrolled in their school of origin, unless a determination is made that it is not in the child's best interest. Best interest factors include consideration of the appropriateness of the current educational setting in which the child is enrolled at the time of placement;

WHEREAS, pursuant to ESSA, the school district is required to collaborate with the local 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 the cost of such transportation provided by the school district if the school district and county agree to share the costs of transportation.

WHEREAS, the parties desire for the school district to provide transportation services for students in foster care placement under the terms and conditions hereinafter set forth.

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

1. The term of this agreement shall be effective from July 1, 2021 through June 30, 2022.
2. COORDINATION OF SERVICES:
  - a. The county will notify the school district immediately upon learning that a student attending the district has been placed in care when transportation will be impacted.
  - b. A best interest decision will be made regarding the student's educational setting collaboratively between the school district and the county. Efforts will be made to reach mutual agreement but if there is disagreement the final determination will be made by the county.
  - c. If it is determined that it is in the student's best interest to continue attending school in the district, then transportation services will be arranged by the school district unless the county agrees in writing to identify and coordinate transportation services. Specifically, services shall be provided by the district as follows:
    - i. **Students who are able to be transported to school on a regular route:**  
When feasible, students placed in foster care will be transported to school on a regular route. Feasibility considerations include length of bus ride, space available on the route and availability of any needed accommodations.
    - ii. **Students who have an IEP indicating the need for specialized transportation:**  
If students are residing and attending school within school district boundaries, ISD will transport the student to school.
    - iii. **Students who live in district and are not able to be transported on a regular route:**  
If a route does not exist or is not a feasible option for the student placed in foster care, the school district will arrange transportation service.
    - iv. **Students residing in a foster care placement outside the boundaries of the school district:**

If students are residing in a foster care placement outside of the school district boundaries but attend school within the school district, transportation will be mutually arranged with school district and county.

- d. County shall be responsible for transportation as follows:

**Students placed in foster care within ISD and attending a non-ISD school.** County and the home school district of origin which the student attends will need to make arrangements for transportation.

### 3. PAYMENT FOR SERVICES

- a. For services set out above in items 2.c.i) and 2.c.ii), school district will be responsible for 100% of the costs associated with the transportation.
- b. For services set out in items 2.c.iii) and 2.c.iv), school district shall access any potential funding source that is available to pay for such services. In the absence of any such funding, or to the extent that such sources do not pay for the entire cost, remaining, transportation costs will be split equally between district and county.
- c. If the student is eligible for Title IV-E funds, Marshall County Social Services will seek reimbursement for the allowable portion of those transportation costs.
- d. If county provides transportation, school district will compensate county for transportation services at 50% actual cost.
- e. District will submit itemized invoices to county on a quarterly basis. The invoices will detail each trip per student provided by the school district. Payment shall be made within thirty-five (35) days of receipt of the invoice.

### 4. INDEMNITY

Each party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, or agents. Each party hereby agrees to indemnify, hold harmless, and defend the other, its officers, employees or agents, against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other party, its officers, employees or agents may sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its officers, employees or agents, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. Liability of the parties shall be governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Municipal Tort Liability Act, Minn. chap. 466, applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

### 5. DISPUTE RESOLUTION:

In the even the school and County disagree regarding responsibility to pay additional transportation costs for a student in foster care to remain the the school of origin as outlined in Section 2 of this agreement, an administrative meeting will be held between the school district and the county. This

meeting will be held within ten (10) business days and will include the Marshall County Social Services Director and the Superintendent of Marshall County Central Schools. Each party is responsible for providing relevant information for consideration at the meeting and agrees to engage in good faith efforts to reach a mutually acceptable resolution. Within ten (10) business days, the parties will document their decision in writing. If no decision is reached, the County's determination will prevail. During the dispute resolution process above, the student will remain in the school of origin and any additional transportation costs will be paid by the entity/entities previously paying for transportation. If transportation was not provided previously, the school will arrange and provide transportation, and the county will cover additional costs.

Marshall County

Independent School District 2856

By: 

By: \_\_\_\_\_

Mr. Chris Kujava  
Marshall County Social Services Director

Dr. Christopher E. Mills  
Superintendent of Schools

Date: 8-3-22

Date: \_\_\_\_\_