

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

This Agreement is entered into by and between Independent School District #857 Lewiston-Altura Public Schools (hereinafter referred to as the District) and Winona 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; and

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; and

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, placement in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20); and

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with the 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 certain costs for such 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, 2023 - August 31, 2025.

2. EDUCATIONAL PLACEMENT DECISIONS:

Winona 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. Winona County and/or representative of the school in which the child is currently enrolled will work with the Winona 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 Winona County is considering moving a child to a new educational placement, Winona 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. Winona County and a representative from the school, 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. Winona County shall take into consideration this information and other best

interest factors found In Section 3 in making educational decision. 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. Winona County will identify a point of contact from the agency to work directly with the representative from the school to ensure a smooth transition.

3. BEST INTEREST FACTORS:

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

- a. The student's age
- b. The school attended by the student's siblings
- c. Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term
- d. Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time
- e. The preferences of the student, the birth parents, or prior custodians as appropriate, and the students foster care parent(s) or current placement provider
- f. School stability and educational continuity
- g. Time remaining in in the academic year
- h. Personal safety, attendance, academic progress, and social involvement of the students in the current school
- i. The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially, and physically
- j. Availability of classes to avoid credit loss and for timely graduation or promotion
- k. Documentation of the best interest determination shall be maintained in the Winona 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 Winona County to determine the best possible means of transportation. The District and Winona County will share the transportation costs identified in Section 5a.
- d. Students residing in a foster care placement outside of the local District boundaries but attending the District: If students are residing in a foster care placement outside of the local District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with Winona County to determine the best possible means of transportation. The District and Winona County will share the transportation costs identified in Section 5a.

5. PAYMENT FOR SERVICES:

- a. The District and Winona 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 Winona County agree to each assume pay 50% of the costs.
- b. Winona County will identify a point of contact from the agency to work directly with a representative from the school to ensure transportation arrangements are timely and authentic. All transportation requests are to be requested by the Winona 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, Winona County will be responsible for transportation of the student placed in foster care.
- d. Winona 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 Winona County.
- e. The District will submit itemized invoices to the Winona 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 charges. Payment shall be made within 35 days of receipt of the invoice.
- f. In situations where transportation is being funded by Winona County, Winona County point of contact will notify the representative from the school when foster care placements end.

6. DISPUTE RESOLUTION:

It is the responsibility of Winona 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. Winona 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:

- a. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- b. Upon receipt of the explanation, the decision be reviewed by the District and the child protection supervisor of Winona County Health and Human Services of Winona County. Input will be reviewed from all parties and a decision by the child protection 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 county/school Decision Making Team meeting.
- c. 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 Winona County.
- d. If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is always agreed by the parties that and for all purposes herein, District and its subcontractors are independent providers and not employees of Winona County. District shall be entitled to none of the rights, privileges, or benefits of Winona County employees.

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 the other party and the other's party's, officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other party and the other party's 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 thirty (30) days written notice to the other party.

10. STANDARDS:

The District and Winona 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 Winona 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

Independent School District No. 857  
Lewiston-Altura Public Schools  
DISTRICT SCHOOL BOARD

DocuSigned by:  
Signature Gwen Carman  
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Dated: November 2, 2023 | 8:54 AM CDT

ATTEST:

\_\_\_\_\_  
Maureen L. Holte  
County Administrator

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chris M. Meyer  
Board Chair

Dated: \_\_\_\_\_

Approved as to form on:

Approved as to execution on:

November 2, 2023 | 8:47 AM CDT

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DocuSigned by:  
Paul Ellison  
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Assistant County Attorney

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Winona County Attorney