



## AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210/7293

### BOARD MEETING AGENDA September 28, 2021

#### 9:05 A.M. START

- 9:05 I. Review/Approval of Health & Human Services Board Agenda
- 9:06 II. Review/Approval of August 24, 2021 Health & Human Service Board Minutes
- 9:07 III. Review/Approval of Bills
- 9:08 IV. Cynthia Bennett, Health & Human Services Director
  - A. Directors Update
- 9:13 V. Jessica Goble
  - A. Economic Supports Update
- 9:33 VI. Contracts
  - A. Transportation of Children and Youth Contract with McGregor Schools
- 9:38 VII. Committee Reports from Commissioners
  - A. H&HS Advisory Committee – Commissioners Wedel and/or Westerlund
  - B. CHS Joint Powers Board Update – Commissioner Westerlund
  - C. AEOA Committee Update – Commissioner Westerlund
  - D. CARE Board – Commissioner Westerlund
  - E. CJI (Children’s Justice Initiative) – Commissioner Westerlund
  - F. NEMOJT Committee Update – Commissioner Niemi
  - G. Lakes & Pines Update – Commissioner Niemi

9:50  
END

Next Meeting – October 26, 2021



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### **Contract**

Purchase of Service Agreement for the Transportation of Children and Youth in Foster Care Placement

### **Objective**

This agreement is a requirement of the Every Child Succeeds Act of 2015 which requires counties and schools to work together to ensure that children in foster care can remain in the same school they attended prior to placement unless it is determined that it is not in the child's best interest. This agreement lays out a plan for addressing transportation of children in foster care and transportation costs will be split equally by the school and the county. Aitkin County Health and Human can receive some IV-E reimbursement for money spent on transportation costs.

### **Opportunity**

This agreement will ensure that Aitkin County Health and Human Services and McGregor Schools are coordinating transportation for children in foster care that attend the McGregor School District.

### **Existing or New Contract**

Existing Contract

### **Changes to Existing Contract**

No changes have been made to this agreement except to update the timeframe the agreement covers.

### **Timeline for Execution**

July 1, 2021 to June 30, 2022

### **Conclusion**

Aitkin County Health and Human Services asks that the board approve this Purchase of Service Agreement.

"This institution is an equal opportunity provider."

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

This Agreement is entered into by and between Independent School District #0004 (hereinafter referred to as the District) and **Aitkin 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 **Aitkin 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, 2021 – June 30, 2022

2. EDUCATIONAL PLACEMENT DECISIONS:

**Aitkin 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. **Aitkin County** and/or a representative of the school in which the child is currently enrolled will work with the **Aitkin 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 **Aitkin County** is considering moving a child to a new educational placement, **Aitkin 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. **Aitkin County** and the County 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. **Aitkin County** shall take into consideration this information and other best interest factors found in paragraph three in making educational decision. The County 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. **Aitkin County** will identify a point of contact from the agency to work directly with the District Transportation Director 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 student's 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
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the **Aitkin 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 **Aitkin County** to determine the best possible means of transportation. The District and **Aitkin 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 **Aitkin County** to determine the best possible means of transportation. The District and **Aitkin County** will share the transportation costs identified in Section 5a.
- e. Students placed in foster care within District and attending a non-ISD 4 Area School: The District will bear no financial responsibility for this student. **Aitkin 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 **Aitkin 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 **Aitkin County** agree to each assume to pay 50% of the costs.
- b. **Aitkin County** will identify a point of contact from the agency to work directly with the District Transportation Director to ensure transportation arrangements are timely and authentic. All transportation requests are to be requested by the **Aitkin 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, **Aitkin County** will be responsible for transportation of the student placed in foster care.
- d. **Aitkin County** will compensate the District for transportation provided outside of the district pursuant to this agreement at the rate billed by the district or its third party provider. Copies of the invoices from the private transportation company will be provided to **Aitkin County**.
- e. The District will submit itemized invoices to the **Aitkin 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 **Aitkin County**, **Aitkin County** point of contact will notify the District Transportation Director when foster care placements end.

6. DISPUTE RESOLUTION:

It is the responsibility of **Aitkin 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.

**Aitkin 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 will be reviewed by the District and the **Director of Aitkin County Health and Human Services**. 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 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 **Aitkin 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 **Aitkin 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 **Aitkin 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 **Aitkin 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 **Aitkin 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.

COUNTY OF **Aitkin County**  
STATE OF MINNESOTA

**Aitkin County**  
BOARD OF COMMISSIONERS

Independent School District #0004

BY: \_\_\_\_\_

BY: 

Chairperson of the **Aitkin County Board**

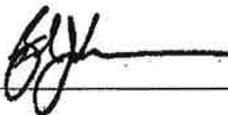
**Larry Doten**  
School Board Chair

DATED: \_\_\_\_\_

DATED: 8/30/21

ATTESTED TO:

BY: \_\_\_\_\_

BY: 

**Jim Ratz**  
County Attorney

**Brad Johnson**  
Superintendent

DATED: \_\_\_\_\_

DATED: 8/30/21

<p>The Aitkin County Board of Commissioners met this 24<sup>th</sup> day of August, 2021 at 9:01 a.m. at the Aitkin Government Center with the following members present: Board Chair J. Mark Wedel, Commissioners Laurie Westerlund, Donald Niemi, Anne Marcotte, Brian Napstad, County Administrator Jessica Seibert, and Administrative Assistant Katie Gonzalez.</p> <p>Motion made by Commissioner Marcotte, seconded by Commissioner Niemi and carried, all voting yes to approve the August 24, 2021 agenda as amended adding item 6) C) Courthouse Exterior Stair Replacement Contract and 6) D) Adopt Resolution - MNDOT Airport Grant Agreement.</p> <p style="text-align: center;"><b>AITKIN COUNTY HEALTH &amp; HUMAN SERVICES BOARD MEETING</b></p> <p>Attendance</p> <p>The Aitkin County Board of Commissioners met this 24th day of August 2021, at 9:01 a.m. as the Aitkin County Health &amp; Human Services Board, with the following members present: Commissioners Brian Napstad, J. Mark Wedel, Anne Marcotte, Don Niemi, and Laurie Westerlund. Others present included: Accounting Supervisor Carli Goble, Public Health Supervisor Erin Melz, Local Chief Medical Officer Dr David Taylor(via WebEx), Public Health Nurse Brea Hamdorf, HHS Advisory Committee Board Chair, Carole Holten, HHS Advisory Committee Board Co-Chair Joel Hoppe, County Administrator Jessica Seibert, Administrative Assistant Katie Gonzalez, Paul Vold, KKIN (via WebEx), Jennifer Eisenbart, Aitkin Age (via Webex).</p> <p>Agenda</p> <p>Motion by Commissioner Napstad, seconded by Commissioner Westerlund and carried, all members present voting yes to approve the July 27, 2021 Health &amp; Human Services Board agenda as presented.</p> <p>Minutes</p> <p>Motion by Commissioner Westerlund, seconded by Commissioner Napstad and carried, all members present voting yes to approve the July 27, 2021 Health and Human Services Board minutes.</p> <p>Bills</p> <p>Carli noted normal monthly bills this month, nothing out of routine.</p> <p>Motion by Commissioner Marcotte, seconded by Commissioner Napstad, and carried all members present voting yes to approve the bills.</p> <p>Director Update</p> <p>Cynthia reported that due to time management, she will present information at the next H&amp;HS board meeting.</p> <p>COVID – 19 Update</p>	<p><b>Call to Order</b></p> <p><b>Approved Agenda</b></p> <p><b>Health &amp; Human Services</b></p>
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Erin Melz, Public Health Supervisor / Dr David Taylor, Riverwood Healthcare Center  
chief Medical Officer

**Key Points:**

- Aitkin County has seen a recent increase in case counts. In June there were 19 cases assigned, July 13 cases, with a 3-week period between June and July with no cases, and so far in August 54 cases
- The Delta variant has been sequenced and confirmed in Aitkin County COVID cases. It is safe to assume the Delta variant is the cause of nearly all recent infections.
- The #1 way to remain vigilant, mitigate spread and keep case counts down is to protect yourself through immunity by way of vaccination. Currently other protections include wearing a mask and minimizing the time you share air with others.
- RHCC is not currently overwhelmed with COVID patients but has seen a recent increase in hospitalizations, ER visits and same day clinic appointments due to confirmed or probable COVID.
- The COVID-19 vaccination is definitely a vaccine as it creates an immune response.
- Vaccine breakthrough cases remain uncommon and for those who test positive after vaccination, they are much less likely to become seriously ill, hospitalized or spread the virus.

**Committee Reports**

**H&HS Advisory Committee**

Updates provided by committee chair Carole Holten and co-chair Joel Hoppe. The board meeting consisted of 2 primary business articles 1) to change the day of the committee meeting from the first Wednesday of the month to the first Thursday of the month. Meetings to be held at the Aitkin Public Library. 2) To review the draft 2022 H&HS budget proposal. All committee members voted to approve the 2022 draft budget proposal.

Carole noted the good work that ANGELS are doing in the McGregor and surrounding areas.

**CHS Joint Powers Board**

Updates were provided on the strategic plan, routine business and on COVID-19.

**CARE Board**

Finances are doing well, there have been additional grants received which will be helpful to continue services. CARE is working on the community garden in Hill City, will become a site for the DHS fingerprinting, and has implemented a *Magic and Music* series in which the Chmielewskis played at the Butler building on August 21. There will be more performances occurring at the Butler building in the old opera area.

Commissioner Westerlund noted that there has been an increase in demand for Rides for Health and stated that they were hoping for funds to support this service.

The meeting was adjourned at 10:05 a.m.

Next Meeting – September 28, 2021 at the Aitkin County Government Center.

There was no Citizens' Public Comment

**Health & Human  
Services Board  
Adjourns**

**Citizens' Public  
Comment**

# AITKIN COUNTY BOARD

August 24, 2021

Motion by Commissioner Westerlund, seconded by Commissioner Napstad and carried, all members voting yes to approve the Consent Agenda as follows.

A) Correspondence File August 10, 2021 to August 23, 2021; B) Approve August 10, 2021 County Board Minutes; C) Approve Electronic Funds Transfers \$981,322.71; D) Approve Commissioner Vouchers: General Fund \$152,596.98, Reserves \$2,537.46, Road & Bridge \$57,439.88, Health & Human Services \$1,492.99, State \$10,018.39, Trust \$21,243.62, Forest Development \$1,006.29, Long Lake Conservation Center \$2,814.21, Parks \$45,638.74 for a total of \$294,788.56; E) Approve Auditor's Vouchers – Real Estate Assurance: State \$15,889.87; F) Approve Auditor's Vouchers – R&B Contract Payment: Road & Bridge \$182,874.81; G) Approve Auditor's Vouchers – Hwy Dept. Contract Payments 8-13-21: Road & Bridge \$516,301.94 H) Approve Auditor's Vouchers – Sales/Use and Diesel Tax: General Fund \$355.11, Road & Bridge \$696.91, Parks \$415.90 for a total of \$1,467.92; I) Approve Manual Warrants/Voids/Corrections – Camping Refunds: Parks \$130.00; J) Approve Manual Warrants/Voids/Corrections – Mtg Reg and Deed Tax: General Fund \$.04, State \$116,279.20, for a total of \$116,279.24; K) Approve Manual Warrants/Voids/Corrections – ELAN Paid 07/22/2021 Allocated: General Fund \$-5,076.51, Road & Bridge \$100.00, Health & Human Services \$1,878.02, Trust \$71.54, Forest Development \$2,949.99, Long Lake Conservation Center \$76.96 for a total of \$0.00; L) Approve Manual Warrants/Voids/Corrections – FSA Claims 39918402: General Fund \$131.73; M) Approve Kevin Stromberg for District 1 Board of Adjustment; N) Approve CCA Subsidy Increase; O) Approve Use of County Property; P) Approve Affidavit for Duplicate of Lost Warrant; Q) Adopt Resolution: Large License Assembly – White Pine Logging R) Adopt Resolution: Airport Improvement Program Project S) Adopt Resolution: MHFA Grant for Lakes & Pines CAC; T) Adopt Resolution: Set Unorganized Township Levies for 2022; U) Adopt Resolution: ACSWCD Appropriations Transfer

Under the consent agenda, motion by Commissioner Westerlund, seconded by Commissioner Napstad and carried, all members voted to approve – Appoint Kevin Stromberg for District 1 Board of Adjustment.

Under the consent agenda, motion by Commissioner Westerlund, seconded by Commissioner Napstad and carried, all members voted to approve – CCA Subsidy Increase.

Under the consent agenda, motion by Commissioner Westerlund, seconded by Commissioner Napstad and carried, all members voted to approve – Use of County Property.

Under the consent agenda, motion by Commissioner Westerlund, seconded by Commissioner Napstad and carried, all members voted to approve – Affidavit for Duplicate of Lost Warrant.

Under the consent agenda, motion by Commissioner Westerlund, seconded by Commissioner Napstad and carried, all members voted to adopt resolution: Large Assembly License – White Pine Logging.

**BE IT RESOLVED**, the Aitkin County Board of Commissioners agrees to approve the following Application for Large Assembly:

## Consent Agenda

**Appoint Kevin Stromberg for District 1 Board of Adjustment**

**Approve CCA Subsidy Increase**

**Use of County Property**

**Affidavit for Duplicate of Lost Warrant**

**Resolution #20210824-095 Large Assembly License – White Pine Logging**

White Pine Logging & Threshing Show – Williams Township. This is scheduled to take place September 4<sup>th</sup>, 5<sup>th</sup> & 6<sup>th</sup>, 2021 from 7:00 A.M. to 12:00 Midnight.

Under the consent agenda, motion by Commissioner Westerlund, seconded by Commissioner Napstad and carried, all members voted to adopt resolution: Airport Improvement Program Project.

**WHEREAS**, It has been determined that the lighting at the Aitkin Municipal Airport requires upgrading and funds are available through the Federal Aviation Administration for improvement projects;

**NOW THEREFORE BE IT RESOLVED** that the Aitkin County Board of Commissioners does hereby adopt this resolution authorizing application and acceptance of Airport Improvement Program Project funds for the Aitkin Municipal – Steve Kurtz Field Airport.

Under the consent agenda, motion by Commissioner Westerlund, seconded by Commissioner Napstad and carried, all members voted to adopt resolution: MHFA Grant for Lakes & Pines CAC.

**WHEREAS**, the Minnesota Housing Finance Agency, State of Minnesota, has been authorized to undertake a program to provide assistance to low-income families and youth to prevent homeless; and

**WHEREAS**, Lakes and Pine Community Action Council, Inc. has developed an application as an Administering Entity for the Minnesota Housing Agency’s Family Homeless Prevention and Assistance Program; and

**WHEREAS**, Lakes and Pine Community Action Council, Inc. has demonstrated the ability to perform the required activities of the Minnesota Housing Finance Agency’s Family Homeless Prevention and Assistance Program.

**NOW, THEREFORE BE IT RESOLVED**, that Lakes and Pines Community Action Council, Inc. is hereby authorized as an entity to be charged with the administration of funds made available through the Minnesota Housing Finance Agency’s Family Homeless Prevention and Assistance Program, in the County of Aitkin.

Under the consent agenda, motion by Commissioner Westerlund, seconded by Commissioner Napstad and carried, all members voted to adopt resolution: Set Unorganized Township Levies for 2022.

**BE IT RESOLVED**, that the following sum of money be levied against the tax capacity of the Unorganized Townships of Aitkin County, for the year collectible 2022 for Road and Bridge purposes: \$46,000.00

**BE IT RESOLVED**, that the following sums of money be levied against the tax capacity of the Unorganized Townships of Aitkin County, for the year collectible 2022 for Fire Protection purposes:

Unorg Township	
52-22	\$13000
51-22	\$100

**Resolution:  
#20210824-096  
Airport  
Improvement  
Program Project**

**Resolution:  
#20210824-097  
MHFA Grant for  
Lakes & Pines  
CAC**

**Resolution  
#20210824-098  
Set Unorganized  
Township Levies  
for 2022**

**Resolution  
#20210824-099  
Set Unorganized  
Township Levies  
for 2022**

# AITKIN COUNTY BOARD

August 24, 2021

45-24	\$500
47-24	\$1000
52-24	\$1000
50-25	\$1000
51-25	\$100
52-25	\$1200
50-26	\$1000
48-27	\$1000
49-27	\$4000
50-27	\$100
51-27	\$1000
52-27	\$2500

**BE IT RESOLVED**, that the following sums of money be levied against the tax capacity of the Unorganized Townships of Aitkin County, for the year collectible 2022 for Cemetery (Revenue):

Unorganized Township Cemetery:

Shovel Lake Cemetery

51-27	\$600
52-27	\$600

Hebron Cemetery

50-25	\$1,500
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Under the consent agenda, motion by Commissioner Westerlund, seconded by Commissioner Napstad and carried, all members voted to adopt resolution: ACSWCD Appropriations Transfer.

**BE IT RESOLVED**, the Aitkin County Board of Commissioners agrees to transfer \$23,900 from County Development Funds to the Aitkin County Soil and Water Conservation District for fiscal years 2017-2021.

Dan Guida, County Sheriff, presented the Sheriff's Office 2022 Preliminary Budget.

Motion by Commissioner Marcotte, seconded by Commissioner Napstad and carried, all members voted to adopt resolution – Great River Energy Land Sale.

**WHEREAS**, Great River Energy, 12300 Elm Creek Blvd., Maple Grove, MN 55369 has requested to purchase the following lands to build electrical infrastructure adjacent to an existing powerline easement:

County Tax Forfeited Lands – Approximately 15 acres, The North Half of the Northeast Quarter of the Northeast Quarter lying East of 275th Avenue in Section 11, Township 47 North, Range 25 West, Aitkin County, Minnesota (part of parcel 15-0-017700).

**Resolution  
#20210824-100  
Set Unorganized  
Township Levies  
for 2022**

**Resolution  
#20210824-101  
ACSWCD  
Appropriations  
Transfer**

**Presentation of  
Sheriff's Office  
2022 Budget**

**Resolution  
#20210824-102  
Great River  
Energy Land Sale**

# AITKIN COUNTY BOARD

August 24, 2021

**WHEREAS**, on February 9, 2021 the Aitkin County Board of Commissioners discussed the proposal and recommended approval for the sale of such lands,

**WHEREAS**, the 2021 Minnesota State Legislature has enacted legislation during the 1<sup>st</sup> Special Session, Chapter 6, S.F. No 20, Article 2, Section 119 which permits the direct sale of these tax forfeited lands,

**WHEREAS**, Great River Energy agrees to the proposed to the appraised values and closing fees,

**THEREFORE, BE IT RESOLVED** that the Aitkin County Board of Commissioners authorizes the Land Commissioner's Office to proceed with the sale of such lands

**BE IT FURTHER RESOLVED**, that the lands exchanged are subject to zoning ordinances adopted by the County Board and that all lands are subject to highway and utility easements.

Motion by Commissioner Westerlund, seconded by Commissioner Niemi and carried, all members voted to adopt resolution – County Surveyor Reappointment.

**WHEREAS**, Minnesota Statute 389 enables a County Board in Minnesota to appoint and employ a County Surveyor, and appointments are for four year terms.

**THEREFORE, BE IT RESOLVED**, that Randy Quale is hereby appointed County Surveyor of Aitkin County for an additional four-year term commencing September 12, 2021, pursuant to the provisions of Minnesota Statute, Section 389.

Rich Courtemanche, Land Commissioner, presented the 2022 Preliminary Land Department Budget.

Motion by Commissioner Niemi, seconded by Commissioner Marcotte and carried, all members voted to approve Facility Improvement – Security Gate.

John Welle, County Engineer, presented on the 2022 Highway Department Budget.

Motion by Commissioner Napstad, seconded by Commissioner Niemi and carried, all members voted to approve Personnel Committee Recommendations (HWY Job Reclassifications);

Jessica Seibert, County Administrator updated the Board on the following:

- MCIT
- Motor Pool

**Resolution  
#20210824-103  
County Surveyor  
Reappointment**

**2022 Budget  
Presentation**

**Facility  
Improvement –  
Security Gate**

**2022 Budget  
Presentation**

**Personnel  
Committee  
Recommendations  
(HWY Job  
Reclassifications)**

**Administrator  
Updates**

# AITKIN COUNTY BOARD

August 24, 2021

- DEED Grant Award
- City Clerks Lunch
- Department Head 1:1s
- Fiscal Recovery Funds
- Remote Work Policy Draft
- Fund Balance
- Capital Improvement Plan

Motion by Commissioner Westerlund, seconded by Commissioner Marcotte and carried, all members voted to approve Courthouse Exterior Stair Replacement Contract.

**Courthouse  
Exterior Stair  
Replacement  
Contract**

Motion by Commissioner Napstad, seconded by Commissioner Niemi and carried, all members voted to adopt resolution – MNDOT Airport Grant.

**Resolution  
#20210824-104  
MNDOT Airport  
Grant**

It is resolved by the **County of Aitkin** as follows:

1. That the state of Minnesota Agreement No. **1048140**,  
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for  
State Project No. **A0101-49** at the **Aitkin Municipal-Steve Kurtz Field Airport** is  
accepted.

2. That the \_\_\_\_\_ and \_\_\_\_\_  
are \_\_\_\_\_ (Title) \_\_\_\_\_ (Title)  
authorized to execute this Agreement and any amendments on behalf of the **County of  
Aitkin**.

### CERTIFICATION

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

I certify that the above Resolution is a true and correct copy of the Resolution adopted by  
the \_\_\_\_\_

\_\_\_\_\_  
(Name of the Recipient)  
at an authorized meeting held on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20  
as shown by the minutes of the meeting in my possession.

Signature: \_\_\_\_\_  
(Clerk or Equivalent)

\_\_\_\_\_  
CORPORATE SEAL /OR/ NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

The Board discussed: Mille Lacs Watershed, Mississippi Headwaters, Community Health,  
NWAC, Solid Waste Advisory, ARDC, AIS, Historical Society, Aitkin Airport, AMC.

**Board Discussion**

# AITKIN COUNTY BOARD

**August 24, 2021**

Motion by Commissioner Niemi, seconded by Commissioner Marcotte and carried, all members voting yes to adjourn the meeting at 1:05 p.m. until Tuesday, September 14, 2021 at the Aitkin County Government Center.

**Adjourn**

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J. Mark Wedel, Board Chair  
Aitkin County Board of Commissioners

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Jessica Seibert  
County Administrator



## AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210/7293

### **Contract**

Purchase of Service Agreement for the Transportation of Children and Youth in Foster Care Placement

### **Objective**

This agreement is a requirement of the Every Child Succeeds Act of 2015 which requires counties and schools to work together to ensure that children in foster care can remain in the same school they attended prior to placement unless it is determined that it is not in the child's best interest. This agreement lays out a plan for addressing transportation of children in foster care and transportation costs will be split equally by the school and the county. Aitkin County Health and Human can receive some IV-E reimbursement for money spent on transportation costs.

### **Opportunity**

This agreement will ensure that Aitkin County Health and Human Services and McGregor Schools are coordinating transportation for children in foster care that attend the McGregor School District.

### **Existing or New Contract**

Existing Contract

### **Changes to Existing Contract**

No changes have been made to this agreement except to update the timeframe the agreement covers.

### **Timeline for Execution**

July 1, 2021 to June 30, 2022

### **Conclusion**

Aitkin County Health and Human Services asks that the board approve this Purchase of Service Agreement.

"This institution is an equal opportunity provider."

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

This Agreement is entered into by and between Independent School District #0004 (hereinafter referred to as the District) and **Aitkin 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 **Aitkin 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, 2021 – June 30, 2022

2. EDUCATIONAL PLACEMENT DECISIONS:

**Aitkin 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. **Aitkin County** and/or a representative of the school in which the child is currently enrolled will work with the **Aitkin 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 **Aitkin County** is considering moving a child to a new educational placement, **Aitkin 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. **Aitkin County** and the County 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. **Aitkin County** shall take into consideration this information and other best interest factors found in paragraph three in making educational decision. The County 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. **Aitkin County** will identify a point of contact from the agency to work directly with the District Transportation Director 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
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the **Aitkin 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 **Aitkin County** to determine the best possible means of transportation. The District and **Aitkin 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 Aitkin County to determine the best possible means of transportation. The District and Aitkin County will share the transportation costs identified in Section 5a.
- e. Students placed in foster care within District and attending a non-ISD 4 Area School: The District will bear no financial responsibility for this student. **Aitkin 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 **Aitkin 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 **Aitkin County** agree to each assume to pay 50% of the costs.
- b. **Aitkin County** will identify a point of contact from the agency to work directly with the District Transportation Director to ensure transportation arrangements are timely and authentic. All transportation requests are to be requested by the **Aitkin 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, **Aitkin County** will be responsible for transportation of the student placed in foster care.
- d. **Aitkin County** will compensate the District for transportation provided outside of the district pursuant to this agreement at the rate billed by the district or its third party provider. Copies of the invoices from the private transportation company will be provided to **Aitkin County**.
- e. The District will submit itemized invoices to the **Aitkin 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 **Aitkin County**, **Aitkin County** point of contact will notify the District Transportation Director when foster care placements end.

6. DISPUTE RESOLUTION:

It is the responsibility of **Aitkin 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.

**Aitkin 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 will be reviewed by the District and the **Director of Aitkin County Health and Human Services**. 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 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 **Aitkin 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 **Aitkin 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 **Aitkin 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 **Aitkin 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 **Aitkin 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.

COUNTY OF **Aitkin County**  
STATE OF MINNESOTA

**Aitkin County**  
BOARD OF COMMISSIONERS

Independent School District #0004

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

Chairperson of the **Aitkin County Board**

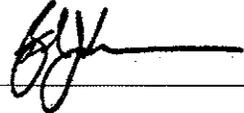
**Larry Doten**  
School Board Chair

DATED: \_\_\_\_\_

DATED: 8/30/21

ATTESTED TO:

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

**Jim Ratz**  
County Attorney

**Brad Johnson**  
Superintendent

DATED: \_\_\_\_\_

DATED: 8/30/21