

**PURCHASE OF SERVICE AGREEMENT
Foster Placement Transportation**

This Agreement is entered into by and between WATERVILLE-ELYSIAN-MORRISTOWN PUBLIC SCHOOLS ("WEM") and RICE COUNTY ("COUNTY") with an effective date of 09/01/2026.

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

WHEREAS, pursuant to the 1965 Elementary and Secondary Act (ESEA), as amended by the 2015 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 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. Additional best interest factors are listed under Section 3 of this Agreement.

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, childcare institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the 1965 Elementary and Secondary Act (ESEA), as amended by the 2015 Every Student Succeeds Act (ESSA), WEM is required to collaborate with child welfare agencies 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 WEM if WEM agrees 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 September 1, 2026, through August 31, 2027.

2. **EDUCATIONAL PLACEMENT DECISIONS:**

COUNTY is responsible for determining appropriate educational 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.

A representative from WEM will work with a representative from RICE COUNTY CHILD & FAMILY SERVICES 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 COUNTY is considering moving a child to a new educational placement, COUNTY will convene an Educational Placement team meeting prior to gather input about the best interests of the child in relation to their school placement. COUNTY and WEM designees 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. COUNTY shall take into consideration this information and other best interest factors found below in paragraph three in making educational decision. The WEM Fostering Connections 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.

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 student's foster care parents or current placement provider
- f. School stability and educational continuity
- g. Time remaining in the academic year
- h. Personal safety, attendance, academic progress and social involvement of the student 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 RICE COUNTY case file and the student's cumulative record.

4. SERVICES

Transportation Services will be provided by the WEM 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 length of bus ride, space available on the route and availability of any needed accommodations. WEM 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 WEM's boundaries, WEM will assume costs required for transporting the student to school. WEM will cover the associated costs.
- c. Students who are not able 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, WEM will arrange for transportation service. COUNTY and WEM will share financial responsibility for this transportation. In the event, WEM is not able to arrange or provide for transportation due to carrier or driver availability, COUNTY will be responsible for providing transportation. COUNTY and WEM will share financial responsibility for this transportation.
- d. Students residing in a foster care placement outside of WEM boundaries, but attending a WEM school: If students are residing in a foster care placement outside of WEM boundaries, but are attending school within WEM transportation will be arranged by WEM and the costs of transportation will be shared equally. WEM will invoice COUNTY quarterly, as outlined in 5(c).

- e. Students placed in foster care within WEM and attending a non-WEM school: WEM will bear no financial responsibility for this student. COUNTY and the school where the student attends will need to make arrangements for transportation and the associated costs.

5. PAYMENT FOR SERVICES:

- a. Transportation services will be provided by WEM and its contracted transportation provider, when possible. If not possible, due to driver or vehicle unavailability, COUNTY will be responsible for transportation of the student placed in foster care.
- b. COUNTY will compensate WEM for transportation provided pursuant to this Agreement at 50% of the rate billed to the district by the private transportation company. Copies of the invoices from the private transportation company will be provided to COUNTY.
- c. WEM will submit itemized invoices to the RICE COUNTY CHILD & FAMILY SERVICES contact on a quarterly basis. The invoices will detail each trip provided by WEM, the total time for each trip and the associated charge. Payment shall be made within 35 days of receipt of the invoice.
- d. In situations where transportation is being funded by COUNTY, COUNTY will notify the WEM Fostering Connections liaison within 5 business days when foster care placements end.

6. DISPUTE RESOLUTION:

It is the responsibility of COUNTY and WEM to collaborate in determining the child's best interest for school enrollment and to resolve any conflict concerning the school enrollment determination. Whenever possible, the parties will attempt to informally resolve any dispute involving school enrollment and transportation costs of a child in foster care. COUNTY and WEM 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 educational placement for a student in foster care the following steps should be taken:

- a. WEM will inform COUNTY that they are disputing the decision and request a written explanation of their decision within 24 hours.
- b. Upon receipt of the explanation, WEM can request that the decision be reviewed by the Deputy Administrator of RICE COUNTY COMMUNITY SERVICES. Input will be reviewed from all parties and a decision by the Deputy Administrator will be communicated within three business days. A decision could be made to uphold the decision or reverse the decision.
- c. The student will remain enrolled in their school of origin until the dispute resolution process has concluded.
- d. If disagreement on school placement remains, COUNTY, on behalf of the parties will submit a request for guidance from the Minnesota Department of Education and Minnesota Department of Human Services. Transportation disputes will be resolved by the Minnesota Department of Education and Minnesota Department of Human Services within 30 days of receiving the dispute information.

Throughout the dispute resolution process, transportation will continue to be provided by in the same manner that had previously been provided. The agency that had been paying for

transportation prior to the dispute will continue to pay until the dispute is resolved. If the transportation was not provided previously, then WEM will arrange and provide transportation, and COUNTY will reimburse WEM for additional costs while payment disputes are being resolved.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, WEM and its subcontractors are independent providers and not employees of COUNTY. No statement contained in this Agreement shall be construed so as to find WEM an employee of COUNTY and WEM shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise stated herein.

8. INDEMNIFICATION:

The parties mutually agree that they will each defend, indemnify, and hold harmless the other party, its officers and employees against any and all liability, loss, costs, damages, and expenses which its officers or employees may hereafter sustain, incur, or be required to pay arising out of the performance or failure to adequately perform any obligations pursuant to this contract.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon 30 days' written notice to the other party.

10. STANDARDS:

The parties 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 WEM or 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 and other applicable law.

12. AMENDMENTS:

This Agreement may be supplemented, amended or revised only in writing by agreement of both parties.

13. SERVERABILITY:

If any part of this Agreement is deemed unenforceable, all other parts shall be given full force and effect. This Agreement supersedes any other negotiations, agreements, or representations and is the final expression of the parties. This entire Agreement shall be interpreted broadly for the benefit, protection, and in favor of Rice County.

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

RICE COUNTY
BOARD OF COMMISSIONERS

WATERVILLE-ELYSIAN-MORRISTOWN PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT #2143

BY: Charles Peters
Charles Peters
Chairperson of the County Board

Signed by:
BY: Mark Winter
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Mark Winter
Superintendent

DATED: 8.11.2026

DATED: 8/12/2026

ATTESTED TO:

BY: Sara Folsted
Sara Folsted
County Administrator

DATED: 8.11.2026

BY: Rick Gieseke
Rick Gieseke
Deputy County Administrator

DATED: 8.11.2026