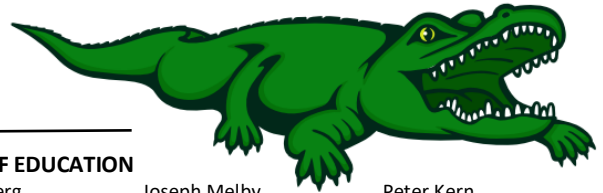

GREENBUSH – MIDDLE RIVER

INDEPENDENT SCHOOL DISTRICT 2683



401 Park Ave
PO Box 70
Greenbush, MN 56726

Phone: 218-782-2232
Fax: 218-782-3141

ADMINISTRATION
Barb Muckenhirn
Superintendent

Dan Carpenter
Principal

BOARD OF EDUCATION
Kurt Stenberg
Chairperson
Brandon Kuznia
Vice Chairperson
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Clerk

Joseph Melby
Treasurer
Brandon Ignaszewski
Director

Peter Kern
Director
Sue Ann Wahl
Director

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

This Agreement is entered into by and between Greenbush-Middle River Public School District ISD #2683 (hereinafter referred to as the District) and Roseau 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;

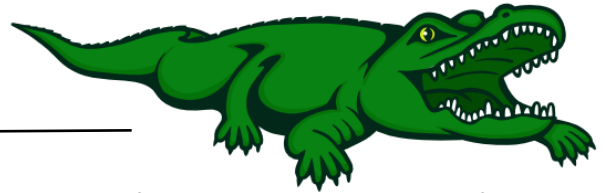
WHEREAS, pursuant to the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors 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 1335.20)

WHEREAS, pursuant to the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), the District 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 District. The District and Roseau 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, 2023, to June 30, 2024.
2. **EDUCATIONAL PLACEMENT DECISIONS:**
Roseau 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. Roseau County and/or a representative of the school in which the child is currently enrolled will work with the the Roseau County foster care contact to determine, based on the child's best interests, 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 Roseau County is considering moving a child (non-emergency situations) to a new educational placement, Roseau 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. Roseau County and Superintendent and/or Director of Special Education and Student Services 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. Roseau County shall take into consideration this information and other best interest factors found in paragraph three in making educational decisions. The Director of Special Education and Student Services 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. Roseau County will identify a point of contact from the agency to work directly with the Director of Special Education and Student Services and/or a representative of the school in which the child is enrolled to ensure a smooth transition.

3. BEST INTEREST FACTORS:

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

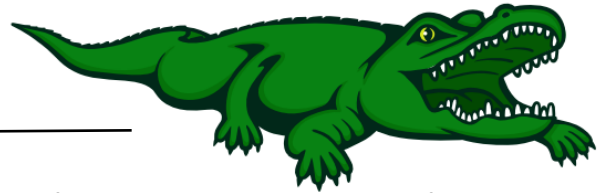
- The student's age,
- The school attended by the student's siblings,
- The length of time a student is expected to remain at the current placement and the possible location of housing intended to be long-term,
- The distance of commute and the impact it may have on the student's education and other 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 or educational continuity,
- Time remaining in the academic year,
- Personal safety, attendance, academic progress, and social involvement of the student 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,
- The availability of classes to avoid credit loss and for timely graduation or promotion.

Documentation of the best interest determination shall be maintained in the Roseau County case file and the student's cumulative record.

4. SERVICES:

Transportation services will be provided by the District in the following manner:

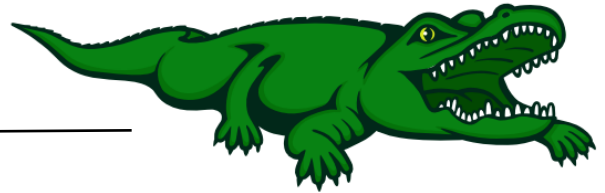
- a. Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route, and availability of any needed accommodation. 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 Roseau County to determine the best possible means of transportation. The District and Roseau 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 Roseau County to determine the best possible means of transportation. The District and Roseau County will share the transportation costs identified in Section 5a.
- e. Students placed in foster care within District and attending a non-ISD 2683 Area School: The District will bear no financial responsibility for this student. Roseau 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 Roseau 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 Roseau County agree to each assume 50% of the costs.
- b. Roseau County will identify a point of contact from the agency to work directly with the Director of Special Education and Student Services and/or a representative of the school in which the child is enrolled to ensure transportation arrangements are timely and authentic. All transportation requests are to be requested by the Roseau 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, Roseau County will be responsible for transportation of the student placed in foster care.
- d. Roseau 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 Roseau County.
- e. The District will submit itemized invoices to the Roseau 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 the invoice.
- f. In situations where transportation is being funded by Roseau County, the Roseau County point of contact will notify the District Transition Education Liaison when foster care placements end.

**6. DISPUTE RESOLUTION:**

It is the responsibility of Roseau County and the District to collaborate in determining the child's best 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.

Roseau 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 two parties requires a written explanation of the conflict from the disputing party within 24 hours.
2. Upon receipt of the explanation, the decision be reviewed by the District and the Director of Roseau County Social Services. Input will be reviewed from all parties and a decision by the Director of Roseau County Social Services will be communicated within three business days. A decision could be made to uphold the decision or to reverse the decision.
3. Roseau County will determine the placement of the child until the dispute will be divided equally between the District and Roseau 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, the District and its subcontractors are independent providers and not employees of Roseau 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 Roseau 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 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:

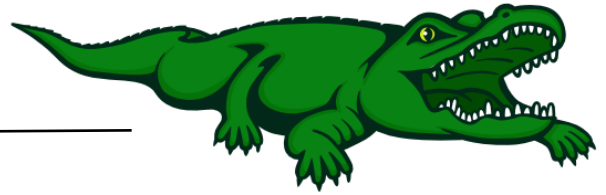
Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

Greenbush-Middle River ISD #2683
401 Park Ave.
Greenbush, MN 56726

Roseau County Social Services
208 6th St. SW
Roseau, MN 56751

GREENBUSH – MIDDLE RIVER

INDEPENDENT SCHOOL DISTRICT 2683



10. STANDARDS:

The District and Roseau 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:

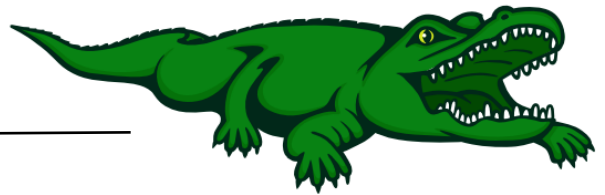
All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or Roseau County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in 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.

GREENBUSH – MIDDLE RIVER

INDEPENDENT SCHOOL DISTRICT 2683



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

**COUNTY OF ROSEAU
STATE OF MINNESOTA**

ROSEAU COUNTY
BOARD OF COMMISSIONERS

GREENBUSH-MIDDLE RIVER INDEPENDENT
SCHOOL DISTRICT #2683

BY: _____

BY: _____

**CHAIRPERSON, ROSEAU COUNTY BOARD OF
COMMISSIONERS**

**CHAIRPERSON, GREENBUSH-MIDDLE RIVER
ISD# 2683 BOARD OF EDUCATION**

DATED: _____

DATED: _____

ATTESTED TO:

BY: _____

BY: _____

ROSEAU COUNTY HUMAN SERVICES DIRECTOR

**SUPERINTENDENT, GREENBUSH-MIDDLE RIVER
ISD #2683**

DATED: _____

DATED: _____