

ISD #763 - Medford Public Schools Foster Care Transportation Agreement

THIS AGREEMENT is entered into by and between Independent School District #763, MEDFORD PUBLIC SCHOOLS, hereinafter referred to as the District, and Minnesota Prairie County Alliance hereinafter referred to as MN Prairie.

WHEREAS, MN Prairie has placed residents of the District in foster care outside of ISD #763 boundaries and these students require transportation to and from school.

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 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, 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 MN Prairie 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 covenant herein, it is agreed by and between the parties hereto as follows:

TERM: The term of this Agreement shall be in effect for the duration of the foster care placement, during which the education placement is in the District and the students are residents of the District as determined by state law.

MN Prairie will timely notify the District of any change in the status of the placement which may impact transportation requirements, including but not limited to a change in the education placement, a change of foster care location, the end of the foster care placement, and changes in parental rights affecting residency of the students.

EDUCATION PLACEMENT DECISIONS: MN Prairie 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.

If MN Prairie is considering moving a child to a new educational placement, appropriate representatives of the county will consult with appropriate District contacts prior to changing the placement as part of gathering input about the best interests of the child in relation to their school placement. The District will provide information about the appropriateness of the child's current educational placement.

SERVICES: Transportation Services will be arranged for and provided by the District for the resident students residing in foster care placement outside of District boundaries. The District will determine the most appropriate form of transportation, including but not limited to transporting with a district van or bus or contracting with a third party carrier, taking into consideration student safety cost and practicability. The District and MN Prairie will share the transportation costs.

PAYMENT FOR SERVICES: The District and MN Prairie agree to split the costs of the transportation services provided by the District, including but not limited to driver salary and benefits, mileage, 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 MN Prairie agree to each assume responsibility for 50% of the costs

The District will submit itemized invoices to MN Prairie on a quarterly basis. The invoices will detail the date of each trip and an itemization of the associated costs. Payment shall be made within 35 days of receipt of the invoice.

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.

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

STANDARDS: The District and MN Prairie shall comply with all applicable State statutes and regulations as well as focal ordinances and rules now in effect or hereafter adopted.

DATA PRACTICES: All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or MN Prairie 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.

IN WITNESS WHEREOF, the parties hereby have executed this contract on the dates specified.

**MINNESOTA PRAIRIE COUNTY ALLIANCE INDEPENDENT,
SCHOON DISTRICT #763**

Billie Frantzel 6/10/2024

Agency Representative

Chairperson of the Board

Board Clerk