


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: September 10, 2018

SUBJECT: Memorandum of Understanding between Hennepin County
and Independent School District 271


ORIGINATING DEPARTMENT: Academic Services

APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Eric Melby, Ed.D. 
Assistant Superintendent

RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 approves the Memorandum of Understanding between Hennepin County and Independent School District 271. Effective dates for this agreement are July 1, 2018 - June 30, 2019.

RECOMMENDATION OF SUPERINTENDENT:

Approve. 

DETAILED BACKGROUND:

This Memorandum of Understanding is a renewal. Independent School District 271 and Hennepin County will provide transportation services for students in foster care placement. Foster care placement applies to youth in Hennepin County foster care, including child protection and corrections, for the duration of time in out-of-home placement, meaning initial removal from home until reunified or adopted.

The District's legal counsel and insurance carrier of record have reviewed the Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING BETWEEN HENNEPIN COUNTY
AND INDEPENDENT SCHOOL DISTRICT NO. 271, BLOOMINGTON PUBLIC
SCHOOLS**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between Hennepin County, through its Human Services and Public Health Department (“HSPHD”), A-2300 Government Center, 300 South Sixth Street, Minneapolis, Minnesota 55487 (“COUNTY”), and Independent School District 271, Bloomington Public Schools, 1350 West 106th Street, Bloomington, Minnesota 55431. (“SCHOOL DISTRICT”).

The parties agree as follows:

1. TERM OF THE MOU

The term of the MOU shall be from July 1, 2018 through June 30, 2019 unless terminated earlier in accordance with the Cancellation provision of this MOU.

2. PROJECT/PROGRAM DEFINITION, PURPOSE

SCHOOL DISTRICT and COUNTY will provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth. Foster care placement applies to youth in Hennepin County foster care, including child protection and corrections, for the duration of time in out-of-home placement, meaning initial removal from home until reunified or adopted.

Pursuant to the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (herein after the “Act”), 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 the youth’s best interest. Best interest factors include consideration of the appropriateness of the current educational setting and the proximity to the school in which the youth is enrolled at the time of placement.

Pursuant to the Act, SCHOOL 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. This agreement outlines the responsibilities for collaboration in transporting youth in foster care to and from school between SCHOOL DISTRICT and a child welfare agency, COUNTY.

3. RIDE REQUEST AND COORDINATION

a. COUNTY worker submits a standard transportation request to SCHOOL DISTRICT.

- b. SCHOOL DISTRICT's point of contact reviews the request and determines if the ride is their responsibility, based on criteria in Clause 4 below. If not, SCHOOL DISTRICT will work with COUNTY's Designee.

4. TRANSPORTATION SERVICES

Transportation Services will be provided by SCHOOL DISTRICT and COUNTY in the following manner:

- a. If students are residing in a foster care placement within SCHOOL DISTRICT's geographic boundaries or on an existing route and attending school within SCHOOL DISTRICT's geographic boundaries, SCHOOL DISTRICT will arrange transportation and assume costs required for transporting the student to school.
- b. If students are residing in a foster care placement outside of SCHOOL DISTRICT's geographic boundaries or are not on an existing route, but are attending SCHOOL DISTRICT's school, COUNTY will arrange transportation and assume costs required for transporting the student to school.
- c. Students residing in foster care placement within SCHOOL DISTRICT's geographic boundaries but attending a non-SCHOOL DISTRICT school, COUNTY and the school district where the student attends will arrange transportation and assume costs required for transporting the student to school.
- d. SCHOOL DISTRICT will transport if student has an Individual Education Plan (IEP) with special transportation or was determined to be Homeless and Highly Mobile prior to foster care placement.
- e. SCHOOL DISTRICT will transport when the student is transported to an in-district route stop.
- f. In intermediate school districts, such as ISD 287, the district where the parent resides is the school of origin for purposes of transportation.

5. PAYMENT FOR SERVICES

- a. The cost of transportation services provided by SCHOOL DISTRICT and its contracted transportation providers, under 4a, 4d, and 4e will be the responsibility of SCHOOL DISTRICT.
- b. The cost of transportation services provided by COUNTY and its contracted transportation providers, under 4b will be the responsibility of COUNTY.
- c. The cost of transportation services provided under 4c will be according to the agreement between the county and that Independent School District.

- d. COUNTY shall submit for TITLE IV-E reimbursement. SCHOOL DISTRICT shall apply for all funding available to cover transportation expenses, including but not limited to the Minnesota Department of Education Foster Care Transportation Pilot.

6. INDEMNIFICATION

- A. Each party shall be liable for its own acts and the results thereof to the extent provided by law, and shall defend, indemnify, and hold harmless each other (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this MOU. Except for State agencies, each party's liability shall be governed by the provisions of Minnesota Statutes, chapter 466 and other applicable law. The liability of State agencies shall be governed by the provisions of Minnesota Statutes, section 3.736 and other applicable law.
- B. Duty to Notify: SCHOOL DISTRICT shall promptly notify COUNTY of any claim, action, cause of action or litigation brought against SCHOOL DISTRICT, its present and former officials, officers, agents, employees, volunteers, and subcontractors which arises out of the services described in this MOU and shall also notify COUNTY whenever SCHOOL DISTRICT has a reasonable basis for believing that SCHOOL DISTRICT, its present and former officials, officers, agents, employees, volunteers, or subcontractors, and/or COUNTY, might become the subject of a claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of/or related to the services described in this MOU.

7. INSURANCE

Each party warrants that it has a purchased insurance or self-insurance program.

8. INDEPENDENT PARTY

- A. It is understood that the relationship between COUNTY and SCHOOL DISTRICT constitutes only the understandings set forth in this MOU.
- B. It is further agreed that, notwithstanding any other formal, written agreements or contracts which may exist between COUNTY and SCHOOL DISTRICT, nothing is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto or as constituting SCHOOL DISTRICT as the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. PARTY is to be and shall remain an independent contractor with respect to all services performed under this MOU. SCHOOL DISTRICT will secure at its own expense all personnel required in performing services under this MOU. Any personnel of SCHOOL DISTRICT or other persons while engaged in the performance of any work or

services required by SCHOOL DISTRICT shall have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of SCHOOL DISTRICT's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176), or claims of discrimination arising out of state, local, or federal law, against SCHOOL DISTRICT, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

9. NON-DISCRIMINATION

In accordance with COUNTY'S policies against discrimination, SCHOOL DISTRICT agrees that it shall not exclude any person from full employment rights or participation in, or the benefits of, any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin; and no person who is protected by applicable federal or state laws against discrimination shall be otherwise subjected to discrimination.

10. NO THIRD PARTY

Except as herein specifically provided, no other person, customer, employee, or invitee of SCHOOL DISTRICT or any other third party shall be deemed to be a third party beneficiary of any of the provisions herein.

11. DATA

COUNTY and SCHOOL DISTRICT, its officers, agents, owners, partners, employees, volunteers and subcontractors, shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy, confidentiality, disclosure of medical records or other health and enrollment information, and as any of the same may be amended. The terms of this paragraph shall survive the cancellation or termination of this MOU.

12. CLIENT STATISTICAL INFORMATION

COUNTY and SCHOOL DISTRICT agree to maintain such statistical records relating to services as shall be necessary, appropriate, and convenient for the proper administration of this MOU.

13. MERGER, MODIFICATION, AND SEVERABILITY

- A. The entire understanding between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this MOU. If there is any conflict between the terms of this MOU and referenced or attached items, the terms of this MOU shall prevail.
- B. Any alterations, variations or modifications of the provisions of this MOU shall only be valid when they have been reduced to writing as an amendment to this MOU signed by the parties. Except as expressly provided, the substantive legal terms contained in this MOU including but not limited to Indemnification; Insurance; Merger, Modification and Severability; Cancellation or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this MOU is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

14. CANCELLATION

This MOU may be canceled with or without cause by either party upon thirty (30) days written notice. This MOU is subject to immediate cancellation if the health and welfare of clients is placed at risk.

15. NOTICES

Any notice or demand which must be given or made by a party hereto under the terms of this MOU or any statute, rule, regulation or ordinance shall be in writing, and shall be sent via registered or certified mail. Notice to HSPHD and/or SCHOOL DISTRICT shall be sent to one of the following addresses:

HSPHD: Cynthia Slowiak
Service Area Director
Hennepin County Human Services and Public Health Department
A-2300 Hennepin County Government Center
300 South Sixth Street
Minneapolis, Minnesota 55487

SCHOOL DISTRICT: Learning Support Specialist, Julie Campanelli
Independent School District No. 271
1350 W 106th Street
Bloomington, MN 55431

16. MARKETING AND PROMOTIONAL LITERATURE

SCHOOL DISTRICT agrees that the term, "Hennepin County Human Services and Public Health Department" or "HSPHD", or any derivative thereof, shall not be utilized in any promotional literature or advertisements of any type without the express prior written consent of HSPHD.

17. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this MOU and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

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The parties hereto agree to be bound by the provisions set forth in this MOU.

Reviewed by the County
Attorney's Office

HENNEPIN COUNTY HUMAN SERVICES
AND PUBLIC HEALTH DEPARTMENT

By: _____
Assistant County Attorney for HSPHD

By: _____
HSPHD Administrator

Date: _____

Date: _____

Independent School District 271
Bloomington Public Schools

By:  _____

Title: _____
Superintendent

Date: 8-29-18 _____