

**MEMORANDUM OF UNDERSTANDING BETWEEN HENNEPIN COUNTY AND  
DELANO PUBLIC SCHOOLS**

THIS AGREEMENT 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 Delano Public Schools, School District Number 879, 700 Elm Avenue East, Delano, Minnesota 55328 (“SCHOOL DISTRICT”).

The parties agree as follows:

1. TERM OF THE AGREEMENT

This Agreement shall commence on September 1, 2017, and terminate on June 30, 2018, unless terminated earlier in accordance with the Cancellation provision of this Agreement.

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, HSPHD.

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 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, but are attending SCHOOL DISTRICT's school, COUNTY will arrange transportation and assume costs required for transporting the student to school.
- c. If students are placed in foster care 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 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 of foster care residence 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 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.

6. INDEMNIFICATION

Each party shall be liable for its own acts and omissions and the results thereof to the extent provided by law, and shall not be responsible for the acts or omissions of the other party and the results thereof. The liability of each party shall be governed by the the provisions of Minnesota Municipal Tort Claims Act, Minnesota Statutes, Chapter 466 and other applicable law.

SCHOOL DISTRICT shall defend, indemnify, and hold harmless COUNTY, its present and

former officials, officers, agents, employees, and volunteers, 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 SCHOOL DISTRICT, a subcontractor, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance of the services required by this Agreement, and against all loss by reason of the failure of SCHOOL DISTRICT to perform any obligation under this Agreement.

COUNTY shall defend, indemnify, and hold harmless SCHOOL DISTRICT, its present and former officials, officers, agents, employees, and volunteers, 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 COUNTY, a subcontractor, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance of the services required by this Agreement, and against all loss by reason of the failure of COUNTY to perform any obligation under this Agreement.

The terms of this paragraph shall survive the cancellation or termination of this Agreement.

7. INSURANCE

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

8. RELATIONSHIP BETWEEN PARTIES

- a. It is understood that the relationship between HSPHD and SCHOOL DISTRICT constitutes only the understandings set forth in this Agreement.
- b. It is further agreed that, notwithstanding any other formal, written agreements or contracts which may exist between COUNTY and SCHOOL DISTRICT, nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting either party as the agent, representative, or employee of the other for any purpose. The parties are and shall remain independent with respect to all services performed under this Agreement. The parties represent that they have or will secure at their own expense all personnel required in performing services under this Agreement. Any and all personnel of a party or other persons while engaged in the performance of any work or services at the request of a party under this Contract shall have no contractual relationship with the other party, and shall not be considered an employee of the other party. Any claims that may arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or Minnesota Statutes, chapter 176, on behalf of any personnel, including, without limitation, claims of discrimination against a party, its officers, agents, contractors, or employees shall in no way be the responsibility of the other party. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from the other party, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

9. NONDISCRIMINATION

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 COUNTY or 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 Agreement.

12. CLIENT STATISTICAL INFORMATION

HSPHD 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 Agreement.

13. AGREEMENT MODIFICATION

- a. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated and are deemed to be part of this Agreement.
- b. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

14. AGREEMENT CANCELLATION

This Agreement may be canceled with or without cause by either party upon thirty (30) days written notice. This Agreement 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 Agreement or any statute, rule, regulation or ordinance shall be in writing, and shall be sent via registered or certified mail. Notices shall be sent to one of the following addresses:

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

DELANO PUBLIC SCHOOLS: Shallyn Tordeur  
Delano Public Schools  
700 Elm Avenue East  
Delano, MN 55328

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.

*(The remainder of this page intentionally left blank.)*

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

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| <p>Reviewed by the County<br/>Attorney's Office</p> <p>By: _____<br/>Assistant County Attorney</p> <p>Date: _____</p> | <p><b>HENNEPIN COUNTY HUMAN<br/>SERVICES AND PUBLIC HEALTH<br/>DEPARTMENT</b></p> <p>By: _____<br/>Human Services Director</p> <p><b>DELANO PUBLIC SCHOOLS</b></p> <p>By: _____<br/>Authorized School District Signatory</p> |
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