



**DEFINING EXCELLENCE**

**Board Meeting Date:** February 13, 2023

**Title:** Contract for Independent School District 273 Purchase of Services Agreement with Intermediate District 287 for PrairieCare Partial Hospitalization Program.

**Type:** Consent

**Presenter(s):** Jody Remsing

**Description:** The purpose of this Agreement is to create an agreement between ISD 273 and INT 287 for the purchase of educational services at PrairieCare Partial Hospitalization Program.

**Recommendation:** Approve the attached Service Agreement for the purchase of educational services at PrairieCare

**Desired Outcomes from the Board:** Approve the attached contract with Intermediate District 273 Purchase of Service Agreement

**Attachments:** Contract with Intermediate District 273 Purchase of Service Agreement

## Independent School District 273 Purchase of Service Agreement

This Purchase of Service Agreement ("Agreement") is made and entered into by and between the Edina Area Public Schools, Independent School District 273 (hereinafter referred to as ISD 273), 5701 Normandale Road Edina, MN 55424, and Intermediate District 287 (hereinafter referred to as INT 287), 1820 Xenium Lane North, Plymouth, Minnesota 55441. This Agreement is entered into pursuant to Minnesota Statutes § 125A.11, Subd. 3.

**Purpose** The purpose of this Agreement is to create an agreement between ISD 273 and INT 287 for the purchase of educational services at PrairieCare Partial Hospitalization Program, 4510 West 77th Street Edina, MN 55435.

**Definitions** The words used in this Agreement are intended to have their ordinary meaning except for terms that are defined by state or federal education law which shall have the meaning ascribed to the term in the law.

**Whereas**, ISD 273 is required to provide educational services to students who are placed in a care and treatment facility located within its geographical boundaries, to the extent provided under state laws and rules;

**Whereas**, PrairieCare partial hospitalization program is geographically located within the boundaries of ISD 273;

**Whereas**, INT 287 is an intermediate district with powers and duties as enumerated in Minnesota Statutes §§ 136D.21 - .31;

**Whereas**, ISD 273 is a participating district in INT 287 as defined by Minnesota Statutes §136D.21;

**Whereas**, INT 287 is authorized to provide special education and other educational programs pursuant to Minnesota Statutes § 136D.31 at the request of a participating district; and

**Whereas**, ISD 273 has requested that INT 287 provide all educational services as required by state and federal law to the students enrolled in PrairieCare partial hospitalization program on behalf of ISD 273.

**Now, therefore**, in consideration of the mutual agreements contained here, the Parties agree as follows:

**Services to be purchased** INT 287 shall provide all educational services on behalf of ISD 273 required by state and federal law to students who have been placed in the Program. Such educational services shall comply with all state and federal laws governing educational services to be provided within Care & Treatment facilities including but not limited to the requirements of the Minnesota Administrative Rules, (Chapter 3525, Children with a Disability), Minnesota Statutes (including Minnesota Statutes Chapter 125A) and federal law including but not limited to 29 U.S.C. §7949(g) (Section 504 of the Rehabilitation Act of 1972); 20 U.S.C. § 1401 (IDEA); and 20 U.S.C.1232(g), the Family Education Rights and Privacy Act (FERPA).

**MDE Tuition Billing** INT 287 through MDE shall apply for all applicable federal and state education monies as allowable under state statute and shall be responsible for the billing of all reimbursement for all students enrolled in the Programs. INT 287 will comply with any data reporting required by the Minnesota Department of Education in order to obtain state or federal funds and/or reimbursement from resident districts.

**Effective Date and Termination Date** This Agreement shall be in force and effect from September 6, 2022, and shall remain in effect until either party terminates the Agreement upon 90 calendar days' written notice with or without cause. If either party materially breaches the Agreement, and fails to cure its breach within 30 calendar days after written notice by the other party, the non-breaching party may terminate the Agreement at the end of those 30 days.

**Personnel** INT 287 will be solely responsible for the hiring, training, supervision, and discipline of any of its employees that it uses in performance of this Agreement. INT 287 agrees to comply with all applicable state and federal employment laws in the same manner that ISD 273 would be required to comply with such state and federal employment laws. No employee, independent contractor, or volunteer of INT 287 shall have any claim to any benefits or compensation with ISD 273 including, but not limited to, tenure, health insurance, workers' compensation, or any other term and condition or privilege of employment as provided in any labor contract between ISD 273 and its employees.

**Indemnification** Each party shall be responsible for its own acts and omissions and shall not be responsible for the acts or omissions of the other party. The liability of the parties shall be governed by Minnesota Statutes Chapter 466 and Minnesota Statute § 471.59 Subd. 1a, and other governing law.

**Audit of Books and Records** The parties agree the State Auditor, or any of either party's duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any records which are pertinent and involve transactions relating to this Agreement. Such records shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and according to INT 287's records retention schedule.

**Data Practices, FERPA and HIPAA** The parties agree that all data collected, created, received, maintained, or disseminated in the performance of this Agreement is governed by the Minnesota Government Data Practices Act (MGDPA), Minnesota Statute § 13.01 et. seq, the Family Education Rights and Privacy Act (FERPA) and each party agrees to abide by the provisions of the MGDPA and FERPA. Some data may also be governed by the Health Insurance Portability and Accountability Act (HIPAA) and each party agrees to abide by its requirements if applicable to it.

**Reporting Maltreatment of Minors** Both parties agree to comply with the provisions of the Maltreatment of Minors Reporting Act, Minnesota Statutes Chapter 260E, and all applicable Minnesota Rules implementing such Act.

**Assignment** Neither party may assign this Agreement to any other party without the express written consent of the Board of Education for each party. This provision does not limit INT 287's ability to utilize independent contractors to meet its obligations under this Agreement.

**Requests for Due Process Hearing** A parent or a district is entitled to a due process hearing conducted by the state when a dispute arises over the identification, evaluation, educational placement, manifestation determination, interim educational placement or the provision of a free appropriate public education to a child with disabilities. (See Minnesota Statutes § 125A.091, Subd. 12). INT 287 agrees to notify ISD 273 within one business day of any request for a due process hearing.

INT 287 further agrees to not request a due process hearing unless both the resident district and ISD 273 agree in writing before such a request is made.

ISD 273 or the resident district is responsible for all costs and responsibilities associated with a Due Process Hearing.

INT 287 will make its staff available as witnesses to prepare for and testify at any hearing, will produce all educational records and other relevant documents, and will make an administrator available as a resource during the course of the hearing.

**Complaints** Should a complaint be brought with the Minnesota Department of Education or any other state or federal agency, INT 287 shall notify ISD 273 and the resident district within one business day and answer the complaint on behalf of ISD 273. ISD 273 agrees to cooperate in that effort. Should compensatory educational services be ordered or agreed upon, any other damages, loss, or expenses as allowable under state or federal law in effect now or in the future, INT 287 agrees to provide those services and submit a bill to the appropriate district, in accordance with state law.

**Minnesota Law/Severability** The laws of the State of Minnesota shall govern the validity and construction of this Agreement and the legal relations between the parties. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

There are no further substantive provisions to this Agreement. The signatures of the parties' authorized representatives appear on the following pages.

Intermediate District 287

Independent School District 273

\_\_\_\_\_  
Director of Special Education (Date)

DocuSigned by:

*Jody Remsing*

1/20/2023 | 12:42 PM CST

\_\_\_\_\_  
Director of Special Education (Date)

\_\_\_\_\_  
Executive Director of Business Services (Date)

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Superintendent (Date)