

**MEMORANDUM OF UNDERSTANDING BETWEEN RAMSEY COUNTY AND
NOVA CLASSICAL ACADEMY**

THIS Memorandum of Understanding (MOU) is between RAMSEY County, through its Social Services Department, 160 EAST KELLOGG, ST. PAUL, MN 55101 (“COUNTY”), and NOVA CLASSICAL ACADEMY, 1455 VICTORY WAY, ST. PAUL, MN 55102, (“CHARTER SCHOOL”)

The parties agree as follows:

1. TERM OF THE MOU

This MOU shall commence on September 1, 2022, or when fully executed, and terminate on August 31, 2025, unless terminated earlier in accordance with the Cancellation provision of this MOU.

2. PROJECT/PROGRAM DEFINITION, PURPOSE

CHARTER SCHOOL and COUNTY will collaborate concerning the arrangements for certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth. Foster care placement applies to youth in RAMSEY COUNTY foster care 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, CHARTER SCHOOL 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 MOU outlines the responsibilities for collaboration in transporting youth in foster care to and from school between CHARTER SCHOOL and a child welfare agency.

3. RIDE REQUEST AND COLLABORATION

- a. COUNTY worker submits a standard transportation request to CHARTER SCHOOL.
- b. CHARTER SCHOOL’s point of contact reviews the request and determines if the ride is CHARTER SCHOOL’S responsibility, based on criteria in Clause 4 below. If not, CHARTER SCHOOL will work with COUNTY’s Designee.

4. COLLABORATION FOR COORDINATION OF TRANSPORTATION SERVICES

Transportation Services will be coordinated by CHARTER SCHOOL and COUNTY in the following manner:

- a. COUNTY will notify the CHARTER SCHOOL foster care liaison or their designee immediately upon learning that a student attending CHARTER SCHOOL has been placed in foster care and transportation will be impacted.
- b. A best interest decision will be made collaboratively between CHARTER SCHOOL and COUNTY regarding the student remaining in the school of origin. Efforts will be made to reach a mutual agreement. However, if there is disagreement the final determination will be made by the COUNTY.
- c. For the purposes of this agreement, CHARTER SCHOOL's district boundary will conform to the boundary of Independent School District (ISD) 625 as established by the Minnesota Department of Education
- d. For student residing in a foster care placement within CHARTER SCHOOL's district boundary or on an existing route outside of CHARTER SCHOOL's district boundary, and attending CHARTER SCHOOL, CHARTER SCHOOL will arrange transportation.
- e. For student residing in foster care placement outside of CHARTER SCHOOL's district boundary or not on an existing route outside of CHARTER SCHOOL's district boundary, but attending CHARTER SCHOOL, COUNTY will arrange transportation.
- f. For student who has an IEP indicating the need for specialized transportation, if the student resides and attends school within CHARTER SCHOOL's boundaries, CHARTER SCHOOL will transport the student to school.

5. COLLABORATION CONCERNING COORDINATION FOR PAYMENT OF SERVICES

- a. The cost of transportation services provided by CHARTER SCHOOL and its contracted transportation providers under Sections 4.d.and 4.f., above, will be the responsibility of CHARTER SCHOOL.
- b. The cost of transportation services provided by COUNTY and its contracted transportation providers under Section 4.e. will be the responsibility of COUNTY.
- c. This MOU is only about *collaboration* for coordination of payment for transportation services and does not create any legal obligation on the part of either CHARTER SCHOOL or COUNTY to pay for transportation services.

6. RELATIONSHIP BETWEEN PARTIES

- a. It is understood that the relationship between RAMSEY COUNTY and CHARTER SCHOOL constitutes only the collaborative 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 CHARTER SCHOOL, nothing contained in this MOU 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 collaboration performed under this MOU.
- c. The parties represent that they have or will secure at their own expense all personnel required for collaboration in the coordination of transportation services under this MOU. Any and all personnel of a party or other persons utilized while engaged in the collaborative coordination of transportation services under this MOU shall have no contractual relationship with the other party, and shall not be considered an employee of the other party.

7. DATA

COUNTY and CHARTER SCHOOL, 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.

8. CLIENT STATISTICAL INFORMATION

RAMSEY COUNTY and CHARTER SCHOOL agree to each separately maintain such statistical records relating to services as shall be necessary, appropriate, and convenient for the proper administration of this MOU. Any such data may only be shared between the Parties to this MOU to the extent allowed or authorized by law.

9. MOU MODIFICATION

- a. It is understood and agreed that the entire understanding between the parties is contained herein and that this MOU supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this MOU are incorporated and are deemed to be part of this MOU.
- b. Any alterations, variations, modifications, or waivers of 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 hereto.

10. 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.

11. 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. Notices shall be sent to one of the following addresses:

RAMSEY COUNTY: Joseph Freesmeier, Contract Administrator
160 East Kellogg Boulevard, St. Paul, MN 55101

CHARTER SCHOOL: Brett Wedlund, Director
1455 Victoria Way, St. Paul, MN 55102

12. MARKETING AND PROMOTIONAL LITERATURE

CHARTER SCHOOL agrees that the term, “RAMSEY COUNTY Social Services Department” or any derivative thereof, shall not be utilized in any promotional literature or advertisements of any type without the express prior written consent of RAMSEY COUNTY.

COUNTY agrees that the terms, Nova Classical Academy, or any derivative thereof, shall not be utilized in any promotional literature or advertisements of any type without the express prior written consent of CHARTER SCHOOL.

(The remainder of this page intentionally left blank.)

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

<p>Reviewed by the County Attorney's Office</p> <p>By: _____ Assistant County Attorney</p> <p>Date: _____</p>	<p>RAMSEY COUNTY SOCIAL SERVICES</p> <p>By: _____ Social Services Director</p> <p>CHARTER SCHOOL Nova Classical Academy</p> <p>By: _____ Authorized CHARTER SCHOOL Signatory</p>
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