

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) entered into by and between the Intermediate School District No. 917 (“Intermediate 917”) and Independent School District No. 197 (“School District”). Intermediate 917 and the School District are hereinafter referred to collectively as the “Parties” and individually as a “Party.” It is hereby agreed by the Parties as follows:

WHEREAS, Intermediate 917 is a Minnesota intermediate school district providing special education and related services to students whose resident school districts request such services to be provided by Intermediate 917; and

WHEREAS, the School District is a Minnesota independent school district providing educational services to or for its resident students; and

WHEREAS, the School District desires Intermediate 917 to provide special education and/or related services to those students enrolled in and as requested by the School District; and

WHEREAS, Intermediate 917 is willing and has the authority to enter into a MOU to provide special education and/or related services to students enrolled in the School District, pursuant to Minnesota Statutes, Chapter 136D;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND INTERMEDIATE 917 AS FOLLOWS:

1. **Purpose.** The intent of this MOU is for Intermediate 917 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.
2. **School District Obligations.**
 - a. The School District is responsible for ensuring that appropriate education, including special education and/or related services are made available to its resident students.
 - b. The School District shall submit any requests for educational and related services for its students in writing through the annual projection process. Such requests shall specify the nature of the services requested, the number of students to be served, the full time equivalent (FTE) needed, and the location at which the services will be provided.
 - c. The School District shall be responsible to pay, on a timely basis, any and all invoices, including any administrative fees, submitted by Intermediate 917 for the services it provides on behalf of the School District.

- d. The School District shall be responsible for state and federal reporting requirements relating to the students receiving educational and/or related services under this MOU, such as MARSS reporting.
- e. The School District shall provide day-to-day supervision of Intermediate 917 employees providing special education and/or related services at the School District, as it relates to sign-in/sign-out procedures, classroom and office usage, and similar site procedures, although the Intermediate 917 employees shall remain employees only of Intermediate 917. The School District shall notify Intermediate 917 of any known non-compliance by Intermediate 917 employees with such School District procedures. Intermediate 917 will perform supervision of its employees as described below in paragraph 3 (b).
- f. The School District shall collaborate with Intermediate 917 employees providing special education and/or related services at the School District in allowing access to the School District's student information system and technology platforms.
- g. The number of days in this contract shall be determined by the Intermediate 917's employee's labor agreement subject to the School District's pro rata share of the FTE assignment. The School District will provide this data to be utilized for SEDRA reporting.

3. Intermediate 917 Obligations.

- a. Intermediate 917 shall provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, as requested by the School District with appropriately licensed Intermediate 917 employees as identified in the annual signed projection process. Intermediate 917 shall be responsible for STAR reporting requirements relating to the staffing provided by Intermediate 917 to the School District.
- b. If Intermediate 917 is unable to provide appropriately licensed Intermediate 917 employees as identified by the School District in the annual signed projection process, Intermediate 917 will work with the School District to develop alternatives to provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8.
- c. The individuals assigned to provide special education and/or related services at the School District by Intermediate 917 shall be Intermediate 917 employees, and shall be hired, retained, assigned, directed, supervised, evaluated, compensated, disciplined or terminated by Intermediate 917, according to applicable Intermediate 917 employment agreements, Intermediate 917 policies and procedures and any applicable state or federal laws or regulations.

- d. Despite the preceding language, the Parties expect that the School District shall provide site supervision of the Intermediate 917 employee while providing services at the School District as it relates to sign-in/sign-out, classroom and office usage, and other site procedures. The Intermediate 917 employees assigned to work at the School District shall abide by any and all School District procedures of which he or she is notified.
 - e. Intermediate 917 shall set staffing reimbursement rates for the special education and related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, it provides at the School District and shall issue billing invoices twice annually, consistent with the Intermediate 917 billing cycle. Invoices will include the FTE to be utilized for SEDRA reporting. Billing shall also include reimbursement for staff mileage and travel time and the costs of supplies, equipment and overhead.
 - f. This MOU shall not be construed to give rise to any employment relationship between the School District and any Intermediate 917 employee assigned to work at the School District.
4. **Renewal.** The parties to this MOU may renew this MOU if mutually agreed upon in one-year increments by executing a written renewal agreement at least sixty (60) days prior to expiration of the MOU or any subsequent renewal period, subject to the same terms and conditions as this MOU, or as otherwise mutually agreed upon.
5. **State Complaint or Due Process Hearing Request.** If a state complaint or due process hearing request is filed involving the School District, the School District will be responsible for responding to the state complaint or due process hearing request. Intermediate 917 will in good faith make any employee assigned to provide services at the School District available to participate as necessary in the School District's response to any allegations or claims arising out of a state complaint or due process hearing. If an attorney retained by the School District requests Intermediate 917 employees to testify or otherwise participate in a complaint response or due process hearing, the attorney retained by the School District will prepare Intermediate 917 employees in the same manner as its own staff. Each party reserves the right to obtain its own attorney.
6. **Transportation of Students.** Student transportation shall be provided and paid for by the School District, as required by state and federal laws.
7. **Data Practices.** Nothing in this MOU shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. All of the data created, collected, received, stored, used or maintained by the Parties in performing functions under this MOU is subject to the requirements of the MGDPA and FERPA and the Parties must

comply with those requirements.

8. **Insurance and Liability.** Nothing in this MOU shall constitute a waiver of the rights, privileges and benefits to which either Party is entitled under Minnesota Statutes. The liability and monetary limits of liability of the School District and Intermediate 917 shall be governed by the Minnesota Government Tort Claims Act, Minnesota Statutes, Chapter 466, et. seq., and other applicable law. Intermediate 917 and the School District shall each maintain insurance against claims arising out of or relating to the provision of services under this MOU, in an amount and of a nature consistent with each Party's Board policies, procedures or practices and as required by the laws of the State of Minnesota.
9. **Indemnification.** Intermediate 917 agrees to indemnify and hold harmless the School District, its officers, agents and employees from any and all claims and losses resulting from the Intermediate 917's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of Intermediate 917.

The School District agrees to indemnify and hold harmless Intermediate 917, its officers, agents and employees from any and all claims and losses resulting from the School District's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of the School District.

10. **Term and Cancellation.** This MOU shall commence on July 1, 2025 and shall remain in effect through June 30, 2027, unless Intermediate 917 and the School District mutually agree to terminate or cancel the MOU by written notice prior to March 1 of the current school year for the upcoming school year. Written notices under this MOU shall be sent to:

For Intermediate School District 917:

Executive Director of Student Services
Intermediate School District 917
1300 145th Street East
Rosemount, MN 55068

For The School District:

Director of Special Education
Independent School District No. 197
1897 Delaware Avenue
Mendota Heights, MN 55118

11. **Termination for Breach.** If either Party fails to comply with the terms and conditions of this MOU, the other Party, upon 30 days prior written notice to the breaching Party, may terminate

this MOU.

12. **Assignment**. Neither Party to this MOU shall assign, delegate or transfer any rights or obligations under this MOU without the prior written consent of the other Party.
13. **Amendments**. This MOU may be amended during the term of this MOU and may only be amended in writing by the mutual agreement of the Parties.
14. **Equal Drafting**. In the event any Party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the Parties.
15. **Waiver and Severability**. Any term or condition of this MOU found to be invalid, illegal, or unenforceable shall not render this MOU void or unenforceable.
16. **Applicable Law**. This MOU shall be governed by the laws of the State of Minnesota.
17. **Entire Agreement**. This MOU contains the entire MOU between the Parties with regard to the matters set forth herein and supersedes all communications, written or oral, heretofore related to the subject matter of this MOU. No promises, guarantees, or representations relative to the subject matter addressed herein exist outside the terms of this document.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Understanding, and is authorized to sign on behalf of the Party he or she represents.

**INTERMEDIATE SCHOOL DISTRICT NO.
917**

Dated: _____, 2025

By: _____
Its: _____

INDEPENDENT SCHOOL DISTRICT NO. 197

Dated: _____, 2025

By: _____
Its: Chair

Dated: _____, 2025

By: _____
Its: Clerk