

ADMINISTRATIVE REPORT

DATE: June 20, 2024
TOPIC: 5.10 – Approve contract with Northeast Metro Intermediate School District 916 to provide Educational Services at Aris Clinic
PRESENTER: Erin McKoy, Director of Special Services
REFERENCE TO POLICY/STATUTE: 701

A. PURPOSE OF REPORT

- a. Attached is a continuing contract to provide educational services through Northeast Metro Intermediate district 916 to students placed for care and treatment at Aris Clinic. The contract period is four years.
 - i. In accordance with MN Statute 125A.515, the district in which the children's residential facility is located must provide education services, including special education if eligible, to all students placed in a facility located in that district.
 - ii. This does not result in a cost to the district, rather it allows for 916 to capture enrollment revenues for students receiving educational services while placed for care and treatment at Aris, a Care and Treatment facility located in our district.

B. RECOMMENDATION

- a. Administration recommends approval of the contract.

C. CONNECTION TO STRATEGIC PRIORITY

- a. Student Experience
- b. Student Pathways and Systemic Supports
- c. Operations, Staffing, and Finance



AGREEMENT TO PROVIDE EDUCATIONAL SERVICES

This Agreement to Provide Educational Services ("Agreement") is made between South Washington County Schools ISD 833 ("School District") and Northeast Metro Intermediate School District 916 ("Intermediate"), collectively known as "the Parties". The purpose of this Agreement is to set forth the respective obligations of the parties in the provision of educational services to students who are placed at Aris Clinic Outpatient Treatment Facility ("Aris").

WHEREAS, Aris is an outpatient treatment facility located within the geographic boundaries of the School District; and

WHEREAS, pursuant to Minn. Stat. §125A.15(c), when a child is temporarily placed for care and treatment in a day program located in another district, and-the-child continues to live within the district of residence during the care and treatment, the district of residence is responsible for providing transportation to and from the care and treatment program and an appropriate educational program for the child. The resident district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the resident district receives a copy of the order, then the resident district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the resident district during regular operating hours of the resident district. The resident district may provide the educational program at a school within the district of residence, at the child's residence, or in the district in which the day treatment center is located by paying tuition to that district.; and

WHEREAS, Minnesota Statutes 125A.11 Subd 3, states that "any school district may enter into an agreement, upon mutually agreed-upon terms and conditions, to provide special instruction and services for children with a disability"; and

WHEREAS, School District is a member district of the Intermediate, and the Intermediate is an intermediate school district with the powers and obligations as enumerated in Minn. Stat. §136D; and

WHEREAS, the Intermediate is authorized to provide special education and other educational services to students pursuant to Minn. Stat. §136D at the request of a participating district; and

WHEREAS, School District finds that it is financially and educationally appropriate to contract with the Intermediate to provide special and general education services to resident and non-resident students placed at Aris and therefore requests that the Intermediate provide these services to students placed at Aris;

NOW THEREFORE, INCONSIDERATION OF the promises contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

Intermediate's Responsibilities:

1. The Intermediate will provide all necessary education services and programming to students placed at Aris, including, but not limited to, curriculum planning, development, implementation, and review; hiring, performance evaluation and supervision of education staff, tuition billing to resident school districts and the Minnesota Department of Education; acting as the liaison with the students' resident districts to ensure transfer of necessary education records at both admission and discharge; coordination of educational services and programming as they relate to Aris programs. The educational services and reporting will comply with the requirements of the Minnesota Department of Education and applicable state and federal law.
2. During the regular academic year and if required by law during a portion of the summer, the Intermediate will provide general and special education services and related services to students placed at Aris. The beginning and ending times of instruction shall be established by the Intermediate in order to ensure maximum utilization of Intermediate and Aris staff, consistent with the state and federal law and shall be consistent with the Intermediate calendar as established by its governing board.
3. Aris is responsible for placement decisions at Aris, neither School District nor the Intermediate shall be responsible for the placement or discharge of students at Aris. The Intermediate will be responsible for educational decisions for students placed at the Aris. Further, the Intermediate will provide timely notice of a placement at Aris by another entity and discharge from Aris to the resident district whenever feasible.
4. The Intermediate will be responsible for contracting with Aris or other individuals or entities for appropriate instructional space and related space necessary to fulfill the terms of this Agreement.
5. The Intermediate will be responsible for furnishing all equipment, supplies and personnel necessary to fulfill the terms of this Agreement. The Intermediate will be responsible for ensuring that its employees are properly licensed for their positions. The Intermediate is responsible for hiring, furnishing, supervising and evaluating properly licensed employees to provide educational services pursuant to this agreement.;
6. Where a student has been identified as a student with a disability in need of special education services, the Intermediate will be responsible for implementing the student's Individual Education Program ("IEP"). The Intermediate will comply with the obligation to identify students, who have not previously been identified, who are in need of special education and related services. In cases where a student requires special education services, the Intermediate will be responsible for notifying a student's resident district that an IEP is being developed and provide the district of residence an opportunity to participate in the IEP development, in accordance with Minn. Stat. §125A.05(c);
7. The Intermediate will provide special and general educational services to students placed at Aris, pursuant to individual agreements with the resident districts of those students;

8. The Intermediate will be responsible for maintaining appropriate records of student enrollment and billing tuition for the special education it provides to students placed at Aris, in accordance with the procedures required by the Minnesota Department of Education;
9. The Intermediate will be responsible for maintaining appropriate records of student enrollment and billing resident school districts for the general education services it provides to students placed at Aris, in accordance with the procedures required by the Minnesota Department of Education.

School District -Responsibilities:

10. Neither the School District nor Intermediate has any financial, legal or other responsibility for the care and treatment of any eligible student who has been placed at Aris by any person or entity other than the resident district.
11. For purposes of determining the resident district of homeless students placed at Aris Minn. Stat. §120A.20 and Minn. Stat. §125A.15 (2017) shall apply.

Responsibility for Due Process Hearings and Complaints:

12. A parent or district is entitled to a due process hearing conducted by the state when a dispute arises over the identification, placement or the provision of a free appropriate public education to a child with disabilities, in accordance with Minn. Stat. §125A.091, subd. 12. The Intermediate agrees to notify School District within one business day of learning of any request for a due process hearing. The Intermediate further agrees not to request a due process hearing unless both the resident district and School District agree in writing. In the event a due process hearing is requested, the Intermediate agrees to act in good faith and to cooperate with the resident district, making its staff available as witnesses and to prepare for any hearing, producing all educational records and other relevant documents, and providing an administrator to attend the hearing, as needed. The Intermediate will provide its own attorney(s) at its discretion and be responsible for its own attorney's fees. Should compensatory education or other relief be awarded as a result of a request for a hearing, the Intermediate agrees to provide and/or pay for such relief and bill the resident district for the services provided. School District will not be responsible for any relief awarded against the Intermediate or any resident district except where its own fault was established by order of the hearing officer or Court.
13. Should a complaint be filed with the Minnesota Department of Education or other state or federal agency with oversight responsibility for educational agencies, the Intermediate District will notify the School District and the resident district within one business day and will answer the complaint. Should compensatory education or other relief be awarded as

a result of a complaint, the Intermediate agrees to provide and/or pay for such relief and bill the resident district therefor. School District will not be responsible for any relief awarded against the Intermediate or any resident district except where its own fault was established by order of the hearing officer or Court.

Liability for Own Acts and Recognition of Independent Entities:

14. Each party assumes responsibility for the acts and omissions of its officers, agents, and employees, while acting within the scope of their employment connected to the performance of services or obligations under this Agreement, if such acts or omissions result in claims; lawsuits or judgment for death, bodily injuries, personal injuries or property damage suffered by persons while such services and obligations are being performed under this Agreement except as expressly stated in Numbers 11 and/or 12 above.
15. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship or partnership between the Parties or as constituting the Parties as agents for each other, or representatives or employees of other for any purpose or in any manner whatsoever. The Parties shall remain independent with respect to all services and obligations performed under this Agreement.
16. Any and all personnel of the Intermediate while engaged in the performance of any work, services, or obligations under this Agreement shall have no contractual relationship with nor shall be considered as employees of School District. Any and all claims that may arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel, or agents of the Intermediate, arising out of the employment or alleged employment, including without limitation, claims of discrimination against the Intermediate or its officers, agents, contractors or employees shall in no way be the responsibility of School District. Such personnel or agents of the Intermediate shall not require nor be entitled to any compensation rights or benefits of any kind from School District, including tenure rights, medical or hospital care, sick and vacation leave, disability, severance pay, PERA, or TRA. Any personnel or agents of School District while engaged in the performance of any services under this Agreement shall likewise have no contractual relationship with the Intermediate, nor be considered employees of the Intermediate.

Data Practices:

17. All data collected, created, received, maintained, or disseminated for any purposes by the activities of School District and the Intermediate in the performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as amended and/or the Family Educational Rights and Privacy Act 20 U.S.C. §1232g; 34CFR Part 99.

Effective Date, Termination, Severability and Modifications:

18. This Agreement shall be in full force and effect from the date of execution and will terminate at the close of the business on June 30, 2028, unless either party exercises its rights to terminate the Agreement early. This Agreement will not automatically renew.
19. Either Party may terminate this Agreement as of June 30 of any year, provided that notice of termination is provided by January 1 of the year of termination.
20. Any alterations, variations, modification, or waivers of provisions of this Agreement shall be valid only when they have been mutually agreed upon and reduced to writing, duly signed, and attached as an amendment to this Agreement.
21. The Parties' failure to insist upon strict performance of any part of this Agreement or to exercise any right herein contained shall not be a waiver or relinquishment of such covenant, agreement, or stipulation or right, unless the Parties consent thereto in writing.
22. The Parties agree that the Laws of the State of Minnesota apply to this Agreement.
23. In the event that any of the terms of this Agreement are in conflict with any rule, law or statutory provision or are otherwise unenforceable under the law or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this agreement. This Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial harm to, or where the invalid or unenforceable provisions compromise an integral part of, or are otherwise inseparable from the remainder of this Agreement.
24. The Parties agree that in the event of a dispute between the Parties to this Agreement, the Parties agree to first submit any dispute to a mediator chosen by the Parties and that each Party will be responsible for one-half payment of the mediator's fees. If mediation is not successful, either Party may then utilize any form of civil complaint available under the law.
25. This Agreement reflects the entire agreement of the parties related to the provision of educational services to eligible students who are placed at Aris by someone other than the resident district. This Agreement supersedes any and all prior statements and agreements between Intermediate and the School District regarding educational services for eligible students at Aris. No modification or waiver of any provision of this Agreement will be valid unless both parties agree to the change in writing as evidenced by a signed addendum to this Agreement. A signed copy of this Agreement will have the same legal effect as the original.

