MOU # M00539-_____

Financial Memorandum of Understanding (MOU)
Between
The Missouri Department of Social Services,
Children's Division
and

Mexico Public Schools

1. Purpose

1.1 This agreement is entered into between the Missouri Department of Social Services, Children's Division (Department) and Mexico Public Schools (School District) for the purpose of setting forth terms and conditions to allow for reimbursement of transportation expenses incurred by the school district in an effort to maintain a foster child in their school of origin.

1.2 The Every Student Succeeds Act of 2015 (ESSA) requires that the parties collaborate to develop and implement procedures governing how transportation will be provided, arranged and funded to maintain children in foster care in their school of origin, when determined to be in the child's best interest through the mutual Best Interest Determination (BID) process.

1.3 Under ESSA, transportation procedures for children in foster care must ensure that:

a. Children in foster care needing transportation to their schools of origin will promptly receive that transportation in a cost effective manner and in accordance with section 475(4)(A) of the Social Security Act; and

b. If there are additional costs incurred in providing transportation to the school of origin, the Local Educational Agency (LEA) will provide such transportation if (1) the local child welfare agency agrees to reimburse the LEA for the cost of such transportation; (2) the LEA agrees to pay for the cost; or (3) the LEA and local child welfare agency agree to share the cost. (ESEA 1112(c)(5)(B)).

1.4 This agreement addresses reimbursement of transportation expenses incurred by the school district(s) when the two agencies have agreed to share the cost of transportation (1.3(b)(3).

2. Term of Agreement/Modifications

2.1 This agreement shall be effective upon signature of all parties and shall remain in force until terminated by either party.

2.2 The agreement should be reviewed for necessary changes on an annual basis.

2.3 The parties agree that any changes to the agreement must be by formal amendment, reviewed, approved and signed by the parties.

2.4 The parties agree no other documents, including correspondence, acts and oral communications by or from any person, shall be construed as an amendment to the agreement.

2.5 Either party may terminate this agreement after providing a minimum of thirty (30) days written notice to the other party.

2.6 The exclusive venue for any legal proceeding relating to or arising out of the agreement shall be in the Circuit Court of Cole County, Missouri.

3. Confidentiality

3.1 All discussions with the school district and all information gained by the school district as a result of the school district's performance under the agreement shall be confidential, to the extent required by law.

3.2 The school district shall release no reports, documentation or material prepared pursuant to the agreement to the public without the prior written consent of the Department, unless such disclosure is required by law.

3.3 If required by the Department, the school district and any required school district personnel shall sign specific documents regarding confidentiality, security, or other similar documents.

3.4 The school district shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the agreement. Such safeguards shall include, but not be limited to:

a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;

b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;

c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the agreement;

d. Policies and procedures implemented by the school district to prevent inappropriate uses and disclosures of confidential information by its workforce and subpartys, if applicable; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

4. Responsibilities of the School District

4.1 The school district shall submit a monthly invoice to the Department outlining actual costs incurred by the district to provide transportation of foster children located outside the boundary lines of the school district.

4.2 The monthly invoices shall be submitted in a manner approved by the Department.

4.3 The school district shall not invoice the Department for transporting foster children with an active IEP which includes provisions for specialized transportation as transportation, in this case, must be provided by the school district responsible for the student's Free Appropriate Public Education (FAPE).

4.4 The school district shall submit monthly invoices to the Department on school or district letterhead and include the following information:

a. Child's name

b. Month of service

c. Unique invoice number for each invoice submitted

d. Total transportation cost incurred, itemized with the following information:

1) Mode(s) of transportation used (bus or contracted transport) and by date, if applicable

2) Cost per mile

3) Any other additional transportation costs incurred

e. Share of total cost of child's transportation incurred during the invoiced month to be reimbursed by Children's Division, as negotiated in accordance to the Individual Student Transportation Plan form (Attachment A).

f. Signature of authorized designee of the school district.

4.5 The school district shall submit a separate invoice for each child served through this agreement.

5. Responsibilities of the Department

5.1 The Department will receive, review, and process monthly invoices submitted by the school district for reimbursement of actual costs incurred for services provided in accordance to the terms outlined in this agreement.

5.2 The Department shall reimburse the school district for actual, allowable costs incurred by the school district to provide transportation for a foster child located outside the boundaries of the school district.

5.3 The Department shall reimburse the school district the invoiced amount calculated as the share of the total cost of the child's transportation incurred during the invoiced month as previously negotiated and as documented on the Individual Student Transportation Plan form.

6. Financial Provisions

6.1 **Federal Funds:** This agreement involves the use of federal funds. In performing its responsibilities under this agreement, the school district shall comply with the applicable federal funds requirements listed below:

a. In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the school district shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of DSS is obtained and unless they clearly state the following as provided by DSS:

1) The percentage of the total costs of the program or project which will be financed with Federal money;

2) The dollar amount of Federal funds for the project or program; and

3) The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

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In witness thereof, the parties below hereby execute this agreement.

Approval Signature for the Children's Division	Date
Authorized Signature for the School District	Date
Authorized Signature for the Department of Social Services	Date
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