



MEMORANDUM

TO: Medford Public Schools

FROM: Robert Dehnert
Director of Special Services

DATE : September 19, 2022

RE: Contract for Deaf and Hard of Hearing Teacher

Please consider approving the contract for a 1 hour a week of Deaf and Hard of Hearing Teacher for FY 2022-2023. This teacher's contract rate will be their hourly rate for the 2022-23 school year plus mileage. The Deaf and Hard of Hearing Teacher will provide evaluation, direct instruction and consultation to the Medford Public Schools for students with Deaf and Hard of Hearing services listed on their IEPs as a related service. These services will be contracted from the Faribault Public Schools.

If you have any questions, please contact me. Thanks!

Rob Dehnert

Purchase of Service Agreement

This is a purchase of service agreement between the Faribault Public School, 700 17th St. SW, Faribault, MN 55021 ("Provider") and the Medford Public Schools 750 2nd Ave SE, MN 55049 ("Purchaser").

1. The Purchaser is in need of Deaf and Hard of Hearing (DHH) services during the 2022-23 school year.
2. The Provider agrees to provide DHH services to the Purchaser for 1.0 hours per week.
3. The Purchaser agrees to pay an hourly rate based on the actual salary and benefits plus an administrative fee of 8%.
 - a. DHH services for students attending the Alexander Learning Academy and have Deaf and Hard of Hearing services listed on their Individual Education Plans (IEP). DHH services include providing language, voice, and sign services to students on IEPs
 - b. Time spent documenting DHH services for Third Party Billing,
 - c. Time spent providing assessment and other DHH Services,
 - d. Time spent scoring assessments, writing Evaluation Reports and performing other consultation to staff and parents for the Purchaser,
 - e. Time spent commuting to and from the Provider and Purchaser,
 - f. Mileage expenses, at the current IRS rate, for commuting to and from the Provider and Purchaser,
4. Each party shall be responsible for its own acts and behaviors, and the results thereof.
5. Either party may terminate this agreement at any time, with or without cause, upon 30 days written notice to the other parties.
 - a. During the course of this Agreement, the Purchaser shall have and keep in force a comprehensive general liability policy, including professional errors and omission coverage. The limits of

such policies will, at a minimum, be in the amounts set forth in Minnesota Statutes Section 446.04, as amended.

6. The parties agree that the Purchaser is solely responsible for the provision of Deaf and Hard of Hearing Services including providing language, voice, and sign services; assessments; Third Party Billing documentation; and general consultation for students attending the Medford Public Schools. The Provider's only obligation is to provide the services set forth in this Agreement. The Purchaser agrees to indemnify, save, and hold, the Provider, it's employees, officers, directors, subcontractors, and agent harmless against any and all claims, demands, suits, costs, judgements, or other forms of liability, actual or claimed, including attorney's fees, in connection with any special education or related services provided to students enrolled in Medford Public Schools. The Purchaser's duty to indemnify as set out in this paragraph includes, but is not limited to, any injury or alleged injury resulting from any actual or alleged

a. Violation of the United States Constitution, Minnesota Constitution, Individuals with Disabilities Education Act ("IDEA"), Section 1983 of the Civil Rights Act ("Section 1983"), The Minnesota Human Rights Act ("MHRA"), Minnesota Statute, Chapter 125A, and any other Federal, State, and /or local laws and / or proceeding within the purview of this Paragraph brought against the Provider, it's provision in this Agreement, the Purchaser shall not settle or compromise any claim against the Provider without the Provider's written approval. The Parties agree and acknowledge that the Purchaser's duty to defend and indemnify the Provider survives the termination and / or expiration of this Agreement.

7. Payment

a. The Purchaser will pay the Provider for all services performed by the Provider under this contract as follows:

- i. Services reimbursed on this agreement include assessments, travel time, consultation with staff, direct services.
- ii. Hours of services will not exceed the total hours without an amendment to this agreement.

iii. Services will be provided at the school in which the student is enrolled unless otherwise agreed upon by the Director of Services.

iv. Invoices for the services will be sent to the Medford Public Schools Director of Special Services.

v. All payments for services will be made to Faribault Public Schools, 710 17th Avenue SW, Faribault, MN 55021

8. Miscellaneous

a. This Agreement has been entered into by the parties in the State of Minnesota and shall be construed and enforced in accordance with the laws of the State of Minnesota.

b. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreement and understandings, whether written or oral, between the parties relating to such subject matter.

c. This Agreement may be terminated by either party with 30 days written notice.

d. This Agreement cannot be amended or changed except in writing executed by both parties.

Purchaser: Medford Public Schools

**Provider: Education Faribault
Public Schools**

By:

By:

Title:

Title:

Date:

Date: