



710 17th St. SW, Faribault, MN 55021

Office: 507-333-6000 | Fax: 507-333-6050

MEMORANDUM

TO: Faribault Public School Board

FROM: Robert Dehnert
Director of Special Services

DATE : August 25, 2023

RE: Contract for Physical Therapy Teacher

Please consider approving the contract for a 1 hour a week of Physical Therapy Teacher for FY 2023-2024. This teacher's contract rate will be their hourly rate for the 2023-24 school year plus mileage. The Physical Therapy Teacher will provide evaluation, direct instruction and consultation to the Cannon Valley Special Education Cooperative for students with Physical Therapy 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, 710 17th Street SW, Faribault, MN 55021 (“Provider”) and the Cannon Valley Special Education Cooperative 200 Western Ave NW, Faribault, MN 55021 (“Purchaser”).

1. The Purchaser is in need of Physical Therapy Services (PT) services during the 2023-24 school year.
2. The Provider agrees to provide PT services to the Purchaser for up to 1 hour per week or more as needed.
3. The Purchaser agrees to pay an hourly rate based on the actual salary and benefits plus an administrative fee as set by the Minnesota Department of Education Restricted Indirect Cost Rates.
 - a. PI services for students attending the CVSEC Program and have Physical Therapy services listed on their Individual Education Plans (IEP). PT services include providing movement, positioning, and lifting supervision services to students on IEPs
 - b. Time spent providing assessment and other PT Services,
 - c. Time spent scoring assessments, writing Evaluation Reports and performing other consultation to staff and parents for the Purchaser,
 - d. Time spent commuting to and from the Provider and Purchaser,
 - e. 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 substitute services including direct instruction and Personal Care Attendant services for students attending the Alexander Learning Academy. 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 the Cannon Valley Special Education Cooperative. 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
 - i. 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.
 - b. Payment
 - i. The Purchaser will pay the Provider for all services performed by the Provider under this contract as follows:
 1. Hours of services will not exceed the total hours without an amendment to this agreement.

2. Services will be provided at the school in which the student is enrolled unless otherwise agreed upon by the Director of Special Services.
3. Invoices for the services will be sent to the Cannon Valley Cooperative Director of Special Services.
4. All payments for services will be made to Faribault Public Schools, 710 17th Street SW, Faribault, MN 55021

c. Miscellaneous

- i. 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.
- ii. 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.
- iii. This Agreement may be terminated by either party with 30 days written notice.
- iv. This Agreement cannot be amended or changed except in writing executed by both parties.

Purchaser: Cannon Valley Special Education Cooperative

By: *Sarah McGuire*

Title: Executive Director

Date: 9/6/2023

Provider: Faribault Public Schools

By: _____

Title: _____

Date: _____