



## Mission Statement

*"Faribault Public Schools provides a high-quality and equitable education that nurtures, inspires, challenges and empowers all students to engage and grow as learners and citizens"*

## Purchase of Service Agreement

This is a purchase of service agreement between the Faribault Public School, 710 17<sup>th</sup> Street SW, Faribault, MN 55021 ("Provider") and the Nerstrand Elementary Charter School, PO Box 156, 205 S 2<sup>nd</sup> Street, Nerstrand, MN 55053 ("Purchaser").

1. The Purchaser is in need of Licensed School Nurse consultation services during the 2023-24 school year to provide consultation for LPN and/or Health Paraprofessional Services to students enrolled in the Nerstrand Elementary Charter School
2. The Provider agrees to provide Licensed School Nurse consultation services to the Purchaser for Fifteen (15) hours during the 2023-2024 school year.
3. The Purchaser agrees to pay an hourly rate based on the actual salary and benefits plus an administrative fee of 8.0%.
4. Services will not be provided on dates when the Faribault Public Schools are not in session, unless agreed to by the Director of Special Services for the Provider.
5. The Purchaser is responsible for providing substitute LPN or Health Paraprofessional services.
6. Each party shall be responsible for its own acts and behaviors, and the results thereof.
7. Either party may terminate this agreement at any time, with or without cause, upon 30 days written notice to the other parties.
8. 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.
9. The parties agree that the Purchaser is solely responsible for the provision of Licensed School Nursing services including training and delegation of services for students attending the Nerstrand Elementary Charter School. 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, its 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 Nerstrand Elementary Charter School. 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 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, its provision in this Agreement, the Purchaser shall not settle or compromise any claim against the Provider without the Provider's written approval.

710 17<sup>th</sup> Street SW, FARIBAULT, MN 55021-0618  
(507) 333-6000 PHONE - (507) 333-6050 FAX  
AN EQUAL OPPORTUNITY EMPLOYER

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.

10. 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 that exceed the total hours to this agreement will be documented and billed to Nerstrand Elementary Charter School.
  - 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 Nerstrand Elementary Charter School.
  - v. All payments for services will be made to Faribault Public Schools, 710 17<sup>th</sup> Street SW, Faribault, MN 55021.

11. 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: Nerstrand Elementary Charter School**

**Provider: Faribault Public Schools**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_