



## MEMORANDUM

TO: Finance Committee

FROM: Robert Dehnert  
Director of Special Services

DATE: August 9, 2023

RE: Contract for Deaf and Hard of Hearing Services

Please consider approving the contract for a teacher of Deaf and Hard of Hearing Services for FY 2023-24. Faribault Public Schools will be contracting for 3 hours per week of DHH services at the teacher's hourly rate.. Faribault Public Schools will be contracting these services from Northfield Public Schools. The teacher will provide evaluation, consultation and direct virtual services to a Faribault student for students with deaf and hard of hearing instruction on their IEP. Faribault will be reimbursed approximately 52% of this cost through the state special education formula.

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

Rob Dehnert

**Purchase of Services**  
**Licensed Deaf and Hard of Hearing Teacher Specialist FY24**

This is a purchase of service agreement between the Northfield Public Schools, 201 Orchard Street South, Northfield, MN 55057 (“Provider”) and the Faribault Public Schools 700 17th St. SW, Faribault, MN 55021 (“Purchaser”) to provide services to meet the special education needs of students with visual impairments witnesses that:

Whereas, the purchaser has determined that it is necessary to retain the services of a qualified professional for Deaf and Hard of Hearing services to students with deafness or hearing impairments related to special education needs with minimum interruption to academic progress. This contract is designed to attain one or more of the following objectives:

1. To meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act, provision of direct instruction and consultative and evaluation services as deemed necessary by the district or student’s educational team.
2. The services provided are necessary for the student to make progress on goals and objectives outlined on individual education plans (IEP) and/or access the general education curriculum and new school learning environment.
3. The services provided are directed at providing training and resources for students in need of deaf and hard of hearing services and consultation for staff.

The Provider will assure the Deaf and Hard of Hearing Instructor holds appropriate licensure for the necessary service for which they provide.

NOW, THEREFORE, the parties agree as follows:

1. The Provider shall provide deaf and hard of hearing services for identified students as well as coordinate with the Purchaser for the purpose of the required IEP Services for students,
2. The services shall include:
  - Planning and preparation of instruction and materials, deaf and hard of hearing instruction
  - Consultation and training to Purchaser instructional staff
  - Virtual Deaf and Hard of Hearing instruction
  - Provision of data to Case manager for Progress Reports
  - Summary of services provided to each student
  - Consultation for evaluation of student and direct evaluation as required for initial evaluations or continued eligibility for special education and related services.

3. The Provider will provide three (3) hours per week of virtual deaf and hard of hearing services for the 2023-2024 school year.
4. The Purchaser agrees to pay an hourly rate based on the actual salary and benefits plus an administrative fee of 8%.
5. The Provider will submit billings on a semi annual basis. Billings will reflect service hours by date and the Purchaser shall make payments of services based upon semi annual billings.
6. The Provider shall maintain appropriate liability coverage commensurate with the services provided and submit a copy of the policy upon request to the Purchaser.
7. 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, judgments, 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 Northfield 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 violation of the United States Constitution, Minnesota Constitution, Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), 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.
8. The Director of Special Services, Northfield Public Schools shall be responsible for the oversight of the contracted services contained within this agreement.
9. This agreement shall be in force from July 1, 2023 until June 30, 2024. Either party shall provide written notice regarding reduction/discontinuation of service hours with a 30-day notice.

By signing below, each Party specifically acknowledges that it has read this Agreement, that it has had an opportunity to review this Agreement with legal counsel, that it understands this Agreement, and that it agrees to be legally bound by all terms of this Agreement.

Signed by:

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Valori Mertesdorf, Director of Finance  
Northfield Public Schools

Date:

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Signed by:

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Faribault Public School District

Date:

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