

REIMBURSEMENT AGREEMENT FOR SCHOOL NURSE

This Agreement ("Agreement") is entered into by and between Independent School District No. 197 ("District") and St. Thomas Academy School ("St. Thomas Academy").

WHEREAS, the District is a public school district that serves students who reside in West St. Paul, Mendota Heights, and Eagan, Minnesota, and students who open enroll from surrounding communities;

WHEREAS, St. Thomas Academy is an all-male, Catholic school, that is located at 949 Mendota Heights Rd, Mendota Heights, MN 55120;

WHEREAS, Minnesota Statutes section 123B.44, subdivision 1, states that upon formal request a public school district must provide students who attend a nonpublic school in the district with the same specific health services that the district provides to public school students;

WHEREAS, the term "health services" means physician, dental, nursing, or optometric services, and health supplies brought to the site by the health professional for student use in the field of physical or mental health, but excludes direct educational instruction, special education services, and medical supplies, which nonpublic schools are expected to purchase and make available for nonpublic school staff to use when the visiting public school health professional is not at the nonpublic school;

WHEREAS, school districts can apply for and receive nonpublic pupil health aid, which is designed to provide reimbursement for school districts up the "reimbursement rate" for the costs incurred in the direct provision of health services to nonpublic students, including the cost of salaries, benefits, travel, and supplies brought to the site by the district health professional for usage in the field of physical or mental health; and

WHEREAS, the District and St. Thomas Academy are entering into this Agreement to implement Minnesota Statutes section 123B.44, subdivision 1, and to address the payment of services that are provided beyond the reimbursement rate and beyond what is required by law;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and for other valuable consideration, the sufficiency of which is acknowledged, the District and St. Thomas Academy agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2025, and will end on June 30, 2026. This Agreement will not automatically renew. The District may terminate this Agreement by providing written notice to St. Thomas Academy sixty calendar days in advance of the effective date of termination. The District may terminate this Agreement immediately if the school nurse who is assigned to St. Thomas Academy resigns and the District does not have another licensed school nurse available to assign to St. Thomas Academy. St. Thomas Academy may terminate this Agreement only in the event of a material breach that has not been cured within sixty calendar days after providing the District with written notice of the breach. In compliance with Minn. Stat. §123B.44, as amended, the District remains obligated to provide health services to St. Thomas Academy even if this Agreement is terminated by the District.

2. **Health Services.** In compliance with Minnesota Statutes section 123B.44, subdivision 1, the District will provide students who attend St. Thomas Academy with the same specific health services that the District provides to public school students who attend the District's schools. A licensed school nurse who is employed by the District will provide these health services. The District will apply for nonpublic pupil health aid to cover these costs.

3. **Payment of Unreimbursed Costs.** The District will assign a full-time licensed school nurse to provide school-based nursing services to students who attend St. Thomas Academy. To the extent that the services exceed the same specific health services that the District provides to its own students, the District will not receive nonpublic pupil health aid to cover the costs of the services. St. Thomas Academy must reimburse the District for the District's full cost of employing the school nurse who is assigned to St. Thomas Academy minus the amount of nonpublic pupil health aid the District receives for the school nurse who is assigned to St. Thomas Academy. The "full cost" includes, but is not limited to, the nurse's total compensation (salary and all benefits) based on the District's salary schedule; the cost of maintaining health insurance, workers' compensation insurance, unemployment compensation insurance, professional liability insurance, and commercial liability insurance covering the nurse; the cost of paying FICA other payroll taxes; and any other standard employer contributions. In the event this Agreement is terminated before June 30, 2026, St. Thomas Academy is responsible for paying the District's full costs up to the effective date of termination minus the pupil health aid the District received for the school nurse who was assigned to St. Thomas Academy up to the effective date of termination.

4. **Liability.** Each party shall be solely responsible for the acts, omissions, and conduct of its own employees in connection with the Agreement. Neither party shall be liable for any acts, omissions, or conduct of the other party's employees.

5. **Confidentiality of Student Information.** The licensed school nurse employed by the District may have access to confidential student information regarding students at St. Thomas Academy, including but not limited to, health records, educational records, and other personally identifiable information. The District agrees to take all necessary steps to ensure that the licensed school nurse does not disclose, discuss, or otherwise share any confidential student information except as expressly authorized by law and that the licensed school nurse uses confidential student information solely for the purpose of performing services under this Agreement. The parties agree that the obligation of confidentiality shall survive termination of this Agreement.

6. **Cost-Neutral.** This Agreement is intended to be cost-neutral to the District. As a result of this Agreement, the District must not incur any costs or expenses that are not covered by the combination of nonpublic pupil health aid and the payment that St. Thomas Academy is required to make under this Agreement.

7. **Payment.** In May 2026, the District will determine the full cost of employing the school nurse for the 2025-2026 school year and the amount of nonpublic pupil health aid the District received for the nurse. The District will then provide a written invoice to St. Thomas Academy. St. Thomas Academy must make full payment to the District within thirty calendar days after receiving the invoice. Upon request, the District will provide St. Thomas Academy with

documentation showing the full cost of employing the nurse and the amount of nonpublic pupil health aid the District received for the nurse.

8. **Notices.** Any notice given under this Agreement is sufficient if it is in writing, legible, and delivered to the other party by courier, certified mail, regular mail, or email at the address listed below for the party. If delivered by mail, delivery is effective upon mailing. If delivered by courier, delivery is effective upon receipt. If delivered by email, delivery is effective upon transmission to the proper email address.

9. **Nature of Relationship.** Nothing in this Agreement may be construed to create a partnership, joint venture, or joint enterprise between the District and St. Thomas Academy. The parties have no power under this Agreement to take any action that could legally bind the other. The parties are not entering into an employment agreement or an employee-employer relationship. The District and St. Thomas Academy are independent contractors to each other. No employee of the District, including the assigned nurse, will be considered to be an employee of St. Thomas Academy. Likewise, no employee of St. Thomas Academy will be considered to be an employee of the District. This Agreement is between the District and St. Thomas Academy, and not between any assigned nurse and St. Thomas Academy.

10. **Choice of Law and Forum.** This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota. The parties irrevocably submit to the jurisdiction of the courts of the State of Minnesota and, if applicable, to the Federal District Court of Minnesota.

11. **Severability.** If a court, administrative law judge, or state agency determines that this Agreement violates the U.S. Constitution, the Minnesota Constitution, or any federal or state law, the entire Agreement will be deemed to be null and void, except that St. Thomas Academy will be responsible for payment of the full costs that the District incurred in employing the nurse minus the amount of pupil aid the District received for the nurse up to the date of the determination by the court, administrative law judge, or state agency.

12. **Entire Agreement.** This Agreement reflects the entire agreement of the parties. Except as expressly stated in this Agreement, no party has relied on any statement, promise, inducement, or representation of the other. This Agreement supersedes any and all prior statements and agreements between the parties relating to the subject matter of this Agreement. No changes to this Agreement will be valid unless both parties agree to the change in writing. A copy of this Agreement will have the same legal effect as the original.

INDEPENDENT SCHOOL DISTRICT NO. 197

Sarah Larsen, School Board Chair

Date

Jon Vaupel, School Board Clerk

Date

ST. THOMAS ACADEMY SCHOOL



Brian Ragatz, President

8-26-25

Date