



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 Northfield Public Schools, 1400 Division St., Northfield, Mn, 55057 (“Purchaser”). The Provider and the Purchaser are referred to collectively in this Agreement as the “Parties,” and individually as a “Party.”

1. The Purchaser is in need of a Birth – Two Facilitator between July 1, 2021 and June 30, 2022. This B-2 Facilitator would administer the central point of intake, coordination of referrals, and intake for children ages Birth-2.11 years who live in the Northfield School District, Rice County.
2. The Provider agrees to provide the Purchaser with Coordination of Early Intervention referral services including a Central Point of Intake and related referral activities by the Birth-2.11 Facilitator.
3. The Purchaser agrees to pay the prorated portion of the Salary of the B-3 Facilitator based on the Dec. 1 child count of the previous year:
 - a. Northfield Dec. 1, 2020 child count ages 0-2.11: 22 students
 - b. Faribault Dec. 1, 2020 child count ages 0-2.11: 27 students
 - c. Purchaser will pay 45 percent of the total salary and supplies of the B-3 facilitator and an administrative fee of 8%.
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.
6. 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.
7. The parties agree that the Purchaser is solely responsible for the identification, evaluation, educational placement, provision of a free appropriate public education, and all other actions and decisions related to special education and related services for students attending the Northfield 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, its employees, officers, directors, subcontractors, and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability,

actual or claimed, including attorneys' fees, in connection with any special education or related services provided to students enrolled in the 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 regulations. The Purchaser shall defend the Provider in any such action or proceeding within the purview of this Paragraph brought against the Provider, its employees, officers, directors, attorneys, and agents. Notwithstanding any other 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. 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, IFSP conferences, consultation with staff, direct services.

ii. Invoices for the services will be sent to the Director of Special Services for the Northfield Public Schools.

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

9. 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.

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.

Purchaser: Northfield Public Schools

By: _____

Title: _____

Date: _____

Provider: Faribault Public Schools

By: _____

Title: _____

Date: _____