



MEMORANDUM

TO: Finance Committee

FROM: Robert Dehnert
Director of Special Services

DATE: September 19, 2022

RE: Contract for Physically and Other Health Disabled Services Teacher and Visually Impaired Teacher

Please consider approving the contract for a teacher of Physically and Other Health Disabled Services for FY 2022-23. Faribault Public Schools will be contracting for 400 hours of Physically and Other Health Disabled Services for \$98.79 per hour.

Please consider approving the contract for a teacher of Visually Impaired Services for FY 2022-23. Faribault Public Schools will be contracting for 350 hours of Visually Impaired Services for \$95.56 per hour.

Faribault Public Schools will be contracting these services from Austin Public Schools. The teacher will provide evaluation, consultation and direct services to the Faribault Special Education Staff for students with physical and other health disabilities services and/or visual impairments. 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 Service Agreement

This is a purchase of service agreement between the Owatonna Public Schools, 515 W Bridge Street, Owatonna, MN 55060 (“Provider”) and Faribault Public Schools (“Purchaser”).

NOW THEREFORE IT IS AGREED:

EMPLOYMENT

Marcia Paffrath, a special education teacher for Owatonna Public Schools, has been hired to provide 400 hours of physically and other health disabled services to students receiving special education services provided by Faribault Public Schools for the 2022-2023 school year at an hourly rate of \$98.79.

Jeannie Worden, a special education teacher for Owatonna Public Schools, has been hired to provide 350 hours of visually impaired services to students receiving special education services provided by Faribault Public Schools for the 2022-2023 school year at an hourly rate of \$95.56.

Marcia Paffrath and Jeannie Worden will be full-time teachers of Owatonna Public Schools entitled to all salary and benefits as described in the master agreement between ISD 761 and the Owatonna Education Association representing teachers and are subject to the policies, regulations, benefits, and laws applicable to School Board employees.

Owatonna Public Schools warrants that all personnel furnishing services have the necessary qualifications, licenses, certifications and/or registrations required by federal, state, and local laws and regulations, and standards of professional practice applicable to the services contemplated by this Agreement. The Provider will maintain these qualifications during the period this Agreement is in effect.

REIMBURSEMENT OF SALARY AND BENEFITS

The parties agree that, during the term of this Agreement, Faribault Public Schools will reimburse Owatonna Public Schools the hourly cost of salary and benefits for all direct and indirect services provided, time spent commuting to and from the Provider and Purchaser, mileage expenses (at the current IRS rate, for commuting to and from the Provider and Purchaser), plus an administrative fee of 8.0%. Owatonna Public Schools will submit quarterly invoices to the Purchaser within one month of the conclusion of the quarter. Faribault Public Schools shall remit payment within 30 days of receipt of an invoice.

LIABILITY AND INSURANCE

Owatonna Public Schools assumes liability for the acts and omissions of its employees, but does not assume any liability for the acts or omissions of the employees, agents and assigns of Faribault Public Schools. The Provider and the Purchaser agree that they will at all times during the term of the Agreement, have and keep in force a liability policy that names the other as an additional insured. Limits will include one million dollars (\$1,000,000.00) for each occurrence with two million dollars (\$2,000,000.00) aggregate. Each agrees to provide a Certificate of Insurance to the other upon request.

PERSONNEL

Owatonna Public Schools and Faribault Public Schools hereby acknowledge and agree that the Provider's employees are not employees of the Purchaser, and that Owatonna Public Schools' employees or its agents will have no authority to bind Faribault Public Schools or otherwise incur liability on behalf of the Purchaser without the express written delegation of authority by Faribault Public Schools. The Purchaser shall have no obligation to provide any Owatonna Public Schools employee with benefits or privileges of any kind or nature including, without limitation, insurance benefits, pension benefits, worker's compensation benefits or any other benefits the Purchaser provides to its employees.

Owatonna Public Schools has exclusive control and the right to hire and discharge any of its employees rendering services under this Agreement. Owatonna Public Schools will be solely responsible for the payment of wages, taxes, and other related charges for services rendered under this Agreement by its employees.

CONFIDENTIALITY AND DATA PRACTICES

Minn. Stat. § 13.05, Subd. 11 applies to this Agreement. The Parties believe that data generated and maintained in the special education program are government data and are therefore subject to the Minnesota Government Data Practices Act or the federal Family Educational Rights and Privacy Act (“FERPA”).

TERM, TERMINATION, OR MODIFICATION

The term of this Agreement shall be from July 1, 2022, through June 30, 2023. If the parties mutually agree in writing, this Agreement may be terminated on the terms and the date stipulated in such a separate written document. This Agreement may not be modified without the written and mutual consent of both parties.

NOTICE

All notices or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been given properly if delivered personally by hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or any other address that may be given in writing to the parties:

ISD 761: Danielle Theis
Director of Special Services

515 West Bridge Street
Address

Owatonna, MN 55060
City, State, Zip

507-444-8604
Phone

507-444-8699
Fax

ISD 656: Robert Dehnert
 Director of Special Services

 710 17th Street SW
 Address

 Faribault, MN 55021
 City, State, Zip

 507-333-6002
 Phone

 507-333-6050
 Fax

GENERAL

This Agreement cannot be assigned by either party, except with the prior written consent of the other party. This Agreement shall be governed by and construed under the laws of the State of Minnesota. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent deemed omitted and the remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

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.

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.

Purchaser: Faribault Public Schools

Provider: Owatonna Public Schools

By: _____

By: _____

Title: _____

Title: Director of Finance and Operations

Date: _____

Date: _____