



710 17th St. SW, Faribault, MN 55021

Office: 507-333-6000 | Fax: 507-333-6050

MEMORANDUM

TO: School Board

FROM: Robert Dehnert
Director of Special Services

DATE: September 15, 2021

RE: Nursing Consultation Contract for STEM Charter School

Please consider approving the revised Purchase of Service Agreement between Faribault and Cannon River STEM Charter School for the purchase of School Nurse consultation services during the 2021-22 school year. Currently, the Nurse Coordinator is an employee of the Faribault Public Schools and Cannon River STEM Charter School would like to continue purchasing some of her services. STEM would like to purchase 1 hour per week of nursing services from Faribault Public Schools at her hourly rate and an administrative fee.

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

Rob Dehnert

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 Cannon River STEM Charter School, 800 14th Street Northeast, Faribault, MN 55021 ("Purchaser").

1. The Purchaser is in need of Licensed School Nurse consultation services during the 2021-22 school year to provide consultation for LPN and/or Health Paraprofessional Services to students enrolled in the Cannon River STEM Charter School
2. The Provider agrees to provide Licensed School Nurse consultation services to the Purchaser for three (3) hours per week during the first two (2) weeks of school and one (1) hour per week during the rest of the 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 Cannon River STEM 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, it's 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 Cannon River STEM 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, 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.

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 will not exceed the total hours without an amendment to this agreement.
 - 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 Cannon River STEM Charter School.
 - v. All payments for services will be made to Faribault Public Schools, 710 17th 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: Cannon River STEM Charter School

Provider: Faribault Public Schools

By:

By:

Title:

Title:

Date:

Date: