

**Professional Services Agreement  
Between  
Northfield Healthy Community Initiative  
and  
Faribault Public Schools  
for support of the  
Realizing Individual Student Excellence (RISE) program**

This document constitutes an agreement between the Northfield Healthy Community Initiative, 1651 Jefferson Parkway – Suite HS128, Northfield, MN 55057 (hereinafter called HCI) and Faribault Public Schools. This is a 24-month contract, beginning on September 1, 2023, and ending on August 31, 2025. Either party with written 10 days' notice may terminate or request to renegotiate this contract. The parties to this agreement intend that the relationship between them created by this agreement is that of agency-contractor. HCI has authority to control and direct the preparation and performance of the details of the work. However, the work contemplated herein must meet the approval of Faribault Public Schools and shall be subject to the right of inspection and supervision to ensure satisfactory completion of the work.

In consideration of the mutual promises set forth in this Agreement, HCI and Faribault Public Schools agree to the following:

**1. SERVICES:**

**Support for Realizing Individual Student Excellence (RISE)**

Faribault Public Schools will:

- Serve as the fiscal host for select collaborative grants to support the RISE program, including the Intervention for College Attendance Grant (MN Office of Higher Education), Achievement & Integration (A&I) grant (MN Department of Education), and Stronger Connections grant (Minnesota Department of Education) – including paying vendors and completing Financial Reporting Forms
- Maintain financial records and reimburse HCI on a timely basis for the following roles:
  - RISE Coordinators
  - RISE Tutors
  - AmeriCorps Promise Fellows
  - Other roles agreed upon by Faribault Public Schools and HCI
- Grant reporting (jointly with HCI)
- Participate jointly in grantee trainings (with HCI)

HCI will:

- Employ the RISE Coordinators & RISE Tutors
- Manage the Salesforce data system (which records attendance and programming activities)
- Oversee data tracking

**2. METHOD OF PAYMENT AND AMOUNT:**

See Appendix A for an outline of the agreed upon reimbursement rate. HCI will submit reimbursement requests for expenses monthly. Requests should be submitted by the 10<sup>th</sup> of the month. Funds need to be spent in the approved budget categories. Any modifications must be requested in writing. Faribault Public Schools will typically reimburse HCI within 30 days of receipt of the reimbursement request.

Any tools or equipment (such as a phone, computer or car) necessary for HCI to fulfill the contract will be supplied by HCI.

**3. CONFLICT OF INTEREST:**

HCI agrees to comply with the "Conflict of Interest" standards outlined in Appendix B.

**4. BACKGROUND CHECKS:**

HCI and all staff and volunteers of the RISE program are required to complete a background check before services are rendered. Upon request of Faribault Public Schools, HCI shall make available proof of completion of the background checks.

**5. CONFIDENTIALITY:**

If, in the course of performing the contracted services, either Party (HCI or Faribault Public Schools) has access to confidential information regarding the other, both Parties agree not to use or disclose any confidential information to third parties.

**6. REPRESENTATIONS:**

HCI represents that all works produced by HCI will be made in a professional and competent manner and suitable for the purpose intended.

**7. GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**8. LIABILITY, INSURANCE & INDEMNIFICATION:**

Each Party (HCI and Faribault Public Schools) acknowledges that it shall be responsible for any loss, cost, damage, claim, or other charge that arises out of or is caused by the actions of that Party or its employees or agents. No Party shall be liable for any loss, cost, damage, claim, or other charge that arises out of or is caused by the action of any other Party or its employees or agents. Joint and several liability will not attach to the Parties; no Party is responsible for the actions of the other.

Both Parties agree, on behalf of its officers, directors, employees, agents, contractors, subcontractors, and personnel (the "Indemnifying Party") that they shall indemnify and hold the other Party (the "Indemnified Party") harmless from and against any and all third party costs, liabilities, damages, penalties, fines and expenses (including, but not limited to, reasonable attorneys' fees) incurred as a result of settlements, claims, allegations, actions, or suits asserted against the Indemnified Party by any third party to the extent that the liability arose out of the gross negligence or willful misconduct of the Indemnifying Party in its performance under this Agreement.

HCI agrees to obtain and maintain appropriate general liability and casualty insurance, or adequate levels of self-insurance, to insure against any liability caused HCI's obligations under this Agreement.

**9. INDEPENDENT CONTRACTOR STATUS:**

It is understood that HCI is an independent contract and not an employee of Faribault Public Schools. Thus, Faribault Public Schools is not expected to fulfill the conditions of employment of staff, nor is HCI eligible for benefits. Payment of Social Security, workers' compensation, and state and federal income taxes is the responsibility of HCI. If, for any reason, HCI is not able to complete these contractual

requirements, payment will be adjusted on the basis of work performed. Any work product generated through Faribault Public Schools remains with Faribault Public Schools.

**10. CIVIL RIGHTS & NON-HARASSMENT POLICY:**

With this project, there will be a zero tolerance for the harassment of any individual or group of individuals for any reason. All forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service are prohibited. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate. This policy applies to all individuals employed under, volunteering for, or participating in an HCI-supported program. Violation of this policy may result in termination of this Agreement.

**11. LOBBYING ACTIVITIES:**

No funds from this agreement can be used to support any lobbying activities.

**12. DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS:**

HCI certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
- b) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local); and
- d) Have not within a three-year period preceding this agreement had one or more public transaction (federal, state or local) terminated for cause or default.

**13. NOTICES:**

Service of notice required or permitted under this Agreement shall be sufficient if given personally to HCI or if sent certified mail, postage prepaid to either party at the respective address set forth above. Notice to Faribault Public Schools shall be sent to the attention of Faribault Public Schools' Finance Director. Such notice shall be effective upon delivery or the date delivery is attempted and refused.

**14. ENTIRE AGREEMENT:**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement. No other agreements, oral or written, regarding the subject matter of this Agreement shall be deemed to exist. This Agreement may be modified only by written agreement of the parties. This Agreement shall be binding upon and inure to the benefit of HCI and Faribault Public Schools and their respective successors and assigns.

**Faribault Public Schools**

Print Name Here: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ON BEHALF OF NORTHFIELD HEALTHY COMMUNITY INITIATIVE, Its Executive Director**

Print Name Here: Sandy Malecha

Signature:  \_\_\_\_\_

Date: 4/7/2024

## Appendix A

The purpose of this Appendix is to outline the agreed upon contract amount to be allocated to Healthy Community Initiative for Realizing Individual Student Excellence (RISE) support from September 1, 2023, to August 30, 2025.

As a partner in the RISE program with Faribault Public Schools, HCI will bill RISE-related expenses at cost.

<b>Line Item</b>	<b>Amount</b>
RISE Program	\$ 239,340
Intervention for College Attendance Program - \$56,000/year = \$112,000	
Achievement & Integration Program - \$33,670/year = \$67,340	
Stronger Connections Program - \$20,000/year = \$40,000	
Grow Your Own – Up to \$20,000	
<b>TOTAL MAXIMUM CONTRACT (through August 30, 2025):</b>	<b>\$239,340</b>

## **Appendix B**

### **Conflict of Interest**

No official or employee shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, award cooperative agreement, claim, controversy, or other particular matter in which award funds are used, where to his or her knowledge, he/she or his/her immediate families, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment has a financial interest of less than any arms length-transaction.

In the use of agency project funds, personnel and other officials shall avoid any action that might result in or create the appearance of:

- Using his or her official position for private gain
- Giving preferential treatment to any person
- Losing complete independence or impartiality
- Making an official decision outside of official channels, or
- Affecting adversely the confidence of the public in the integrity of the government or the program.