

Professional Services Agreement
Between
Faribault Public Schools
and
Healthy Community Initiative

This document constitutes an agreement between Faribault Public Schools, 710 17th ST. SW, Faribault, MN 55021 ("Client" or District), and Healthy Community Initiative, 1651 Jefferson Pkwy, Northfield, MN 55057 ("Independent Contractor" or "HCI"). This is a 9 month contract, beginning as of October 1, 2026 and ending on June 30, 2027. Either party may terminate or request renegotiation of this Agreement with ten (10) days' written notice. The parties intend that the relationship created by this Agreement is that of an independent contractor. Healthy Community Initiative retains authority to control the performance of the details of the work, with the Client being interested in the results obtained. All work contemplated herein must meet the approval of Faribault Public Schools and is subject to the Client's right of inspection and supervision to ensure satisfactory completion.

Total reimbursement shall not exceed the maximum authorized contract amount.

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

1. SERVICES:

District and HCI each commit to the implementation of a set of services and deliverables outlined in the Appendices and any subsequent amendments.

2. METHOD OF PAYMENT AND AMOUNT:

See Appendices for an outline of the agreed upon reimbursement rate. The Independent Contractor will submit reimbursement requests for expenses monthly. Requests should be submitted by the 15th of the month. Funds need to be spent in the approved budget categories. Upon request of the Client, the Independent Contractor shall make available documentation of expenses. Any modifications must be requested in writing. District will typically reimburse the Independent Contractor within 30 days of receipt of the reimbursement request.

Any tools or equipment (such as but not limited to a phone, computer, or car) necessary for the independent contractor to fulfill the contract will be supplied by the Independent Contractor.

3. CANCELLATION:

- a. **Cancellation With or Without Cause.** The Client may cancel this Agreement at any time, with or without cause, upon **thirty (30) days' written notice**. Upon termination, the Independent Contractor shall be entitled to payment for services satisfactorily performed and approved expenditures incurred prior to the effective termination date.
- b. **Cancellation Due to Discontinued or Insufficient Funding.** This Agreement is contingent upon the availability of funding. In the event that federal, state, or other funding is reduced, discontinued, or not appropriated at a level sufficient to continue the project, this Agreement shall terminate immediately upon written notice. The Client is not obligated to pay for services rendered after the effective date of termination.

4. BACKGROUND CHECKS:

The Independent Contractor and all staff and volunteers of the Independent Contractor's project are required to complete a background check before services are rendered. Upon request of the Client, the Independent Contractor shall make available proof of completion of the background checks.

5. CONFIDENTIALITY:

If, in the course of performing the contracted services, the Independent Contractor has access to confidential information regarding District, its partner organizations, staff, or students, the Independent Contractor agrees not to use or disclose any confidential information to third parties.

6. REPRESENTATIONS:

The Independent Contractor represents that all services will be performed in a professional, competent, and ethical manner and in accordance with applicable laws and regulations.

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 (Faribault Public Schools and the Independent Contractor) 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.

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

9. INDEPENDENT CONTRACTOR STATUS:

It is understood that the Independent Contractor's staff are not employees of Faribault Public Schools. Thus, the Independent Contractor is not expected to fulfill the conditions of employment of staff, nor is the Independent Contractor eligible for benefits. Payment of Social Security, workers' compensation, and state and federal income taxes is the responsibility of the Independent Contractor. If, for any reason, the Independent Contractor 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 a supported program. Violation of this policy may result in termination of this Agreement.

11. 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 arm's 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.

12. LOBBYING ACTIVITIES:

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

13. AFFILIATION WITH PROJECT FUNDERS:

It is understood that the Independent Contractor is not a subsidiary of Faribault Public Schools and that employees of the Independent Contractor are not employees of Faribault Public Schools. If, for any reason, the Independent Contractor is not able to complete these contractual requirements, payment will be adjusted on the basis of work performed.

14. DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS:

The Independent Contractor certifies that it and its principals:

- 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
- 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;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local); and
- Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.

15. NOTICES:

Service of notice required or permitted under this Agreement shall be sufficient if given personally to the Independent Contractor 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 and Operations Director, Barbie Roessler. Such notice shall be effective upon delivery or the date delivery is attempted and refused.

16. 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 insure to the benefit of Faribault Public Schools and the Independent Contractor and their respective successors and assigns.

INDEPENDENT CONTRACTOR TEAM (Healthy Community Initiative)

Print Name Here: _____

Signature: _____

Date: _____

ON BEHALF OF Faribault Public Schools,

Print Name Here: _____

Signature: _____

Date: _____

Appendix A

The purpose of this Appendix is to outline the agreed-upon deliverables and contract amount to be allocated to District from October 1, 2026, and ending on June 30, 2027, for Faribault Public Schools.

Expected Deliverables

Faribault Public Schools will:

- Provide office space onsite at Jefferson Elementary School for Family Engagement Navigator
- Provide access to student attendance and academic data and family contact information for Jefferson Elementary School students
- Include Family Engagement Navigator in Attendance Team Meetings, Family Conferences and other meetings and events that drive family engagement, student attendance and academic success

Healthy Community Initiative will:

- Employ and support a Family Engagement Navigator who will work with Jefferson Elementary leadership to improve family engagement and student attendance and academics.
- Support the Family Engagement Navigator in data collection, family engagement strategies and community engagement.

Line Item	Amount
Family Engagement Navigator time and effort <i>\$30/hour x 1,000 = \$30,000</i>	\$30,000
TOTAL MAXIMUM CONTRACT (through June 30, 2027):	\$30,000