



June 1, 2024

Greenbush Middle-River ISD 2683
PO Box 70
401 Park Ave W
Greenbush, MN 56726

Dear Ms. Muckenhirn,

Thank you for this opportunity to present our proposal for Business Management Services.

Respectfully,

Todd R. Netzke
President

Enclosure



BUSINESS MANAGEMENT SERVICES PROPOSAL

For

GREENBUSH MIDDLE RIVER PUBLIC SCHOOLS 2683

PO BOX 70

Greenbush, MN 56726

School Management Services, LLC (SMS), Minnesota's premier professional services provider of K12 business management solutions, is pleased to propose our services for professional business management and support services.

This recommendation and proposal includes the following sections and documents:

1. Executive Summary:
 - Goals and benefits of SMS services;
 - Scope of proposed services
 - Arrangements
2. Scope of Services and Responsibilities
3. Services Agreement and Signature Page

Executive Summary

Goals and benefits of SMS services

SMS goals and business strategy include the provision of innovative and cost-effective alternatives to public school districts' boards and superintendents for school business management and related school business functions.

SMS leadership and line management team members are keenly aware of the changing dynamics of public school management in the broader context of public school funding and management strategy, and we are committed to continuously improve and expand SMS service offerings to meet the changing needs of Minnesota's public schools.

We respectfully suggest that the following features and components of our services result in important tangible and intangible benefits for our public school district clients.

Confidence and peace of mind:

SMS client boards and superintendents are assured in that:

- SMS work performed professionally, accurately and timely;
- Administration and Board will make confident decisions based on solid financial data for the benefit of all stakeholders.

Cost and time savings that enable boards and administration to operate efficiently and focus on your responsibilities:

SMS client boards and superintendents are assured that having SMS on the team results in efficient operations and resource redundancy:

- SMS professional team members' core competencies are school business management and finance;
- SMS understands the issues and can immediately and efficiently provide services;
- SMS continuously trains and develops our team members and have experienced resources in reserve to cover contingencies and emergencies;
- SMS employs best practices including latest technology;
- SMS will recommend and assist, if desired, with process improvement and business office structure
- SMS provides customized reporting at summary and detail levels to assist District Leaders in understanding the current and projected financial condition, thus allowing timely and appropriate action.

Compliance requirements are addressed efficiently and effectively:

SMS client boards and superintendents are assured that having SMS on the team results in effective, efficient and comprehensive compliance planning and execution:

- SMS supports the annual audit process by providing accurate and timely data, supplementing district resources with additional SMS staff when desired, and recommends and implements ideas that can reduce future audit costs.

In summary, the SMS team comprises more than 150 years of aggregate public school management experience. On engaging SMS, your district will be supported by our growing, professional team.

Scope of Proposed Services

SMS agrees to provide to the Greenbush Middle River Public School District Professional Business Management Support Services according to the job summary listed below.

SMS provides the School full flexibility to modify the assignment of responsibilities and to make appropriate revisions to SMS' fees and expenses arrangements at the convenience of the School in accordance with the contractual provisions of the attached Services Agreement.

On-Site Presence:

Business Manager: on-site as needed
Federal Grants Manager: on-site as needed

	SMS	District
Management		
Provide and assist with Administrative Leadership	50%	50%
School Financial Leader	X	
Develop strong working relationships with Administrators	X	
Develop strong working relationships with School Board	X	
Develop strong working relationships with Director	X	
Develop and implement effective and GASB compliant processes and procedures	X	
District Operations		
Business Management		
Maintains a good working relationship with Vendors & Businesses	X	
Maintains Cooperative relationships and appropriate communications with District schools in order to maintain effective public relations	X	
Assists with Marketing of School Programs and Services	X	
Request for Proposals for various needs	X	
Buildings & Grounds		
Operations	25%	75%
Budget Development & Monitoring	X	
Staff Management	25%	75%
Space Planning and Management	25%	75%
Technology		
Operations	25%	75%
Budget Development & Monitoring	X	
Staff Management	25%	75%

Human Resources		
Operations	10%	90%
Reporting & Compliance	50%	50%
Negotiations Costing	90%	10%
Bargaining Agreement Maintenance	25%	75%
Budget Development & Communication		
Budget development & Reporting	90%	10%
Analysis	X	
Historical	X	
Comparative	X	
Communicate	X	
Budget Calendar	90%	10%
Budget Monitoring	75%	25%
Budget Communication		
Administrative Team	X	
Superintendent	X	
School Board	X	
Financial Planning		
Develop 5 Year Financial Plan	X	
Base Assumptions	50%	50%
Build Group Consensus Amongst District Leaders (Finance Committee)	50%	50%
Reduction and/or Investment Goals	50%	50%
Enrollment Projections	50%	50%
Staff Planning	50%	50%
Cash Flow Projections	X	
General Accounting		
Maintain General Ledger (In compliance with GASB)	X	
Payroll Liabilities Reconciliation	X	
Bank Reconciliation	X	
Journal Entries	X	
UFARS Compliance	X	
Grant Coordination and Administration	X	
Federal, State and Local Grants Reporting and Compliance	75%	25%
Implement Best Practices	75%	25%
Prescribe and Apply Internal Controls Whenever Possible	75%	25%
Daily Cash Management	X	
Prepare Board Budget and Treasurer Report	X	
Accounts Payable		
Ensure UFARS compliance	X	
Audit Planning & Coordination		

Plan & Coordinate Annual Audit	X
Prepare all Asset & Liability Supporting Schedules	X
Calculate and Schedule State, Federal and Local Revenues & Receivables:	
State Aids	
Tuition	X
Federal Aids	X
Property Taxes	X
Long-Term Debt	X
Fixed Assets	X

Committee Representation

Attend Appropriate Committee's Upon Request	X
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School Board and Governing Meetings

Attend Board Meetings upon request	X
Prepare and Present Business Related Board Action Items	X
Recommend and Prepare Business Policies	X

Arrangements

The Greenbush Middle River School District will receive SMS Professional Business Management Services in accordance with the following arrangements.

SMS shall be paid compensation for the services proposed herein at the rate of:

Business Management Services: **\$60,000**

\$60,000 (12 Month Contract) paid according to the following schedule:

Semi-annually, in advance: \$30,000

Federal Grants Manager (as needed): **\$150/hr**

Travel & Incidental fees:

- Mileage – Reimbursed at the IRS Enacted rate per mile
- Lodging – \$125 Night

Fee arrangements for years 2 & 3: increase at 3% per year

It shall be the responsibility of SMS to compensate outside consultants retained or hired by SMS to fulfill obligations under this Agreement.

SMS Services Agreement

THIS AGREEMENT, is made and entered into by and between Greenbush Middle River Public Schools (hereinafter referred to as the "District"), and School Management Services (hereinafter referred to as the "Contractor").

Scope of Services

The Contractor agrees to provide professional Business Management and Support services to the District according to the proceeding scope of services summary.

Articles of Agreement & Recitals

WHEREAS, the District is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the District desires to retain and compensate a qualified consultant to provide such services on the terms and conditions hereinafter set forth; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the District for the performance of any services or to obligate the School. The Contractor is not an agent, servant, or employee of the District and shall not make any such representations or hold himself/herself out as such;
3. The Contractor shall be the exclusive accounting consultant for the District during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the District at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at his/her expense, with coverage satisfactory to the District, in its sole discretion, which liability insurance Contractor must secure and maintain during the term of this Agreement. Contractor will provide School with proof of liability insurance coverage upon request.

ARTICLE II

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence on July 1, 2024 and will remain in effect for a period of three years. This Agreement will remain in full force and effect during the term of this Agreement, but may be terminated as provided in sections 2 and 3.

Section 2 District's Termination Rights: District may terminate this Agreement upon sixty (60) days written notice in the event the School determines in its sole discretion that it is not in the School's best interests to continue using Contractor's services.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to School (i) in the event School does not pay Contractor compensation within fifteen (15) days after invoice is received by School. In the event of non-payment by the School, Contractor shall give School an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days to remit such payment, prior to giving a notice of termination. Contractor may terminate this Agreement upon sixty (60) days written notice in the event the Contractor determines in its sole discretion that it is not in the Contractor's best interests to continue providing services.

ARTICLE III

RENEWAL OF THE AGREEMENT

Section 1 Renewal Period: Not less than thirty (30) days prior to the expiration of this Agreement, the District may provide written notice of intent to renew this Agreement for an additional term upon terms and conditions agreed upon by both parties to the Agreement.

ARTICLE IV

INDEMNIFICATION

Section 1 Release and Indemnify: The Contractor agrees to defend, hold harmless, and indemnify the School and its board members, its administration, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the Contractor, or of the Contractor's employees or agents, in regard to the Contractor's performance under this Agreement, including, but not limited to, any and all liabilities, demands, losses, claims, damages, fines, judgments, attorneys' and witness fees.

ARTICLE V

GENERAL

Section 1 Authorized School Agent: The District's authorized agent for the purpose of administration of this Agreement is the Superintendent. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are personal and not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the School, and

any such data and materials shall be remitted to the School by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor in accordance with applicable federal, state and local laws regarding data privacy.

Section 5 Entire Agreement: This Agreement is the entire agreement between the School and the Contractor and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

NATURE OF RELATIONSHIP

Contractor herein is an independent contractor and will not act as School District's agent, nor shall be deemed an employee of School District for the purposes of any employee benefit programs, or be deemed an employee of School District for purposes of income tax withholding, FICA taxes, unemployment benefits, workers compensation benefits, or otherwise, and no funds to pay the same will be provided by School District. Contractor shall not enter into any agreement or incur any obligations on School District's behalf, or commit School District in any manner without School District's prior written consent. As an independent contractor, Contractor understands and agrees that it is solely responsible for the control and supervision of the means by which the Services defined in Exhibit A are completed. Such means are subject to Contractor's discretion, which discretion must be exercised consistent with the goal of completing the services on schedule and in accordance with the terms of this Agreement. Any personal supplies and equipment, which in the opinion of Contractor may be necessary to perform the services required, shall be the responsibility of Contractor.

GOVERNMENT DATA PRACTICES

The requirements of Minnesota Statutes § 13.05, subd. 11 may apply to this contract. The Contractor and School District must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to the Services, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement.

The Contractor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The Contractor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the Contractor.

In the event the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify School District. School District will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE SCHOOL DISTRICT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, BUSINESS INTERRUPTION DAMAGES, LOSS OF DATA, LOSS OF PROFITS OR REVENUE, OR LOSS OF USE OF ANY SERVICE) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF THE CONTRACTOR HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. LICENSOR'S MAXIMUM AGGREGATE LIABILITY TO LICENSEE AND/OR ANY THIRD PARTY FOR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID BY THE SCHOOL DISTRICT IN THE 6 MONTHS PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

Construction and/or Remodeling Project Compensation

Section 1. Purpose and Qualifications:

The purpose of construction and/or remodeling project compensation is to recognize the added responsibilities placed upon the SMS Business Manager. For example, additional meetings, maintaining a construction budget, etc. This is a one-time payment for the duration of the construction project.

Section 2. Proration Formula:

Total Cost of Project	Compensation Index
\$1,000,000 - \$5,000,000	\$7,000
\$5,000,001 - \$10,000,000	\$10,000
\$10,000,001 or higher	\$15,000

Section 4. Timelines:

Payment will be made after the Board of Directors initiates the construction project through formal board action.

Signature Page

**AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES TO
GREENBUSH MIDDLE RIVER PUBLIC SCHOOLS**

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

Greenbush Middle River ISD 2448
401 Park Ave W
PO Box 70
Greenbush, MN 56726

Name _____

Title _____

Date _____

School Management Services, LLC
19750 Muirfield Cir
Shorewood, MN 55331

Name _____

Title _____

Date _____

EIN: 56-2545979
S-Corp, no 1099 needed