



Board Meeting Date: December 11, 2023

Title: Contract for Independent School District 273 and a Service Agreement with Strategic Staffing Solutions.

Type: Consent

Presenter(s): Jody Remsing

Description: The purpose of this Agreement is to create a Service Agreement between ISD 273 and Strategic Staffing Solutions with services from December 5th, 2023 through June 30th, 2024.

Recommendation: Approve the attached Service Agreement for services from Strategic Staffing Solutions.

Desired Outcomes from the Board: Approve the attached Service Agreement with Intermediate District 273 Strategic Staffing Solutions.

Attachments: Contract with Intermediate District 273 Strategic Staffing Solutions.

Strategic Staffing Solutions

Service Agreement

THIS AGREEMENT made and entered in this **December 5th, 2023** by and between **Strategic Staffing Solutions, PO Box 276, Mount Pleasant, SC 29466**, hereinafter referred to as the **Provider** and **Edina Public Schools, 5701 Normandale Road, Edina, MN 55424** hereinafter referred to as **LEA**. Contracted services will be provided by **Provider** contractor **Renaë Ouillette**.

Witnessed:

I The LEA, hereby agrees to:

- A** provide Licensed Special Education Consultant (LSEC) access to appropriate records for the purpose of determining individual or program needs.
- B** pay the **Provider** at the rate of **\$148.50 per hour** for contracted services from **December 5th, 2023 through June 30th, 2024**. Terms are DUE ON RECEIPT.
- C** to hold all provisions of this Agreement in confidence and to refrain from disclosing any of such provisions to any third party unless already publicly known or unless such disclosure is required by law, including requirements of the Minnesota Government Data Practices Act.
- D** Notwithstanding any other provision in this contract, the LEA remains **responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state, and local laws, rules and regulations.**
- E** Conduct a criminal background check of the LSEC before allowing the LSEC to have contact with students. The LEA has sole authority to reject the LSEC based upon the results of the background check.

II The Licensed Special Education Consultant hereby agrees to:

- A** provide appropriate predetermined services outlined by the **Provider**.
- B** consult with the special education team, as appropriate, to ensure programs are carried out correctly.
- C** submit an authorized monthly accounting of the activities of the LSEC to the Director of Special Education detailing the dates covered by the billing, the number of evaluations conducted, the number of hours of services provided, and the amount of the billing on the last calendar day of the month which the billing dates cover.

III The LEA and Provider hereby mutually agree:

- A that amendments to or dissolution of the Agreement may be made during the term of the Agreement by written approval of each and both parties hereto. It is further agreed that upon dissolution, the **LEA's** financial consideration shall be on the actual costs incurred during the term of this Agreement at the time of termination.
- B that any modifications to this agreement must be written and signed by both parties. If collection activities are necessary, the **LEA** agrees to pay all the expenses thereof, including reasonable attorney's fees. The **LEA** consents to the jurisdiction of the courts of the State of South Carolina and agrees that its laws shall govern our relationship.

IV Term of Agreement:

This agreement is entered into the aforementioned date and shall remain in force and is mutually binding upon the parties hereto from the period of December 5th, 2023 to June 30th, 2024 unless sooner amended or terminated by either party in writing with a thirty-day advanced notice.

V Non-Competition:

The **LEA** acknowledges that the staff provided by **Provider** are under the engagement of **Provider** and as such cannot be hired directly or contracted directly for a period of twelve (12) months after the termination of this agreement.

VI Nondiscrimination:

The parties hereto acknowledge that nothing in this agreement shall be construed to permit discrimination based on race, color, national origin, handicap, religion, age, sex, or any other characteristic protected by law Title VI of the Civil Rights Act of 1964, as amended, or any other federal laws. Further, Section 504 of the Rehabilitation Act of 1973, and the American Disabilities Act require that no otherwise qualified individual with a handicap shall solely by reason of the handicap, be excluded from participation in, or denied the benefits of, or be subjected to discrimination in a facility certified under the Medicaid and or Medicare programs.

VII Indemnification:

The **LEA** and its agents, employees, or invitees agree to save, indemnify and hold **Provider** harmless from any injury or damage that may result to any **person or property by or from any act or omission to act by the LSEC or the LSEC's** agents, employees, or invitees from any cause or causes whatsoever arising from or concerned with **LSEC's** performance under this **Agreement**.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.



Provider
Josh Duncan
Managing Director
Strategic Staffing Solutions



LEA
Edina Public Schools