

SUBURBAN RAMSEY FAMILY COLLABORATIVE SUPPORT SERVICES AGREEMENT

The SUBURBAN RAMSEY FAMILY COLLABORATIVE (hereafter COLLABORATIVE), a Joint Powers Board, mailing address 1910 West County Road B, Roseville, MN 55113, and INDEPENDENT SCHOOL DISTRICT NO. 623 (hereafter SCHOOL DISTRICT), 1251 West County Road B-2, Roseville, MN 55113, enter into this agreement for the period of **July 1, 2024** through **June 30, 2025**.

WHEREAS, the COLLABORATIVE is desirous of obtaining support services; and

WHEREAS, the SCHOOL DISTRICT has the capability of providing such support services to the COLLABORATIVE.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants contained herein, the COLLABORATIVE and the SCHOOL DISTRICT agree as follows:

SECTION I.

A. DESCRIPTION OF SERVICES

The COLLABORATIVE agrees to purchase, and the SCHOOL DISTRICT agrees to furnish the following purchased services described as follows:

1. SCHOOL DISTRICT shall provide **10 hours** per week of support services, including financial reporting, contract payments, invoices, and deposits.

B. PAYMENT FOR SERVICES

1. Total payments to the SCHOOL DISTRICT shall not exceed the sum of **Thirty Thousand Three Hundred Five Dollars (\$30,305.00)** for **2024-25**.
2. Payment to the FISCAL AGENT shall be made annually upon receipt of invoice by the FISCAL AGENT. Payment will be made in a manner provided by law for the payment of claims against public organizations within thirty-five (35) days of receipt of the invoice when practicable.

C. PERSONNEL

The SCHOOL DISTRICT represents that it has, or will secure at its own expense, all personnel required in performing the services required pursuant to this agreement. Such personnel shall not be employees or have any contractual relationship with the COLLABORATIVE. All of the services required under this agreement will be performed by the SCHOOL DISTRICT or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services.

D. CONDITIONS OF THE PARTIES' OBLIGATIONS

1. The COLLABORATIVE may cancel this agreement or a portion thereof at any time, with or without cause, upon thirty (30) days' written notice, delivered by mail or in person.
2. The SCHOOL DISTRICT may cancel this agreement or portion thereof at any time, with or without cause, upon ninety (90) days' written notice, delivered by mail or in person.
3. The laws of the state of Minnesota shall govern all questions as to the execution, nature, obligation, instructions, validity, and performance of this agreement. Any litigation concerning this agreement shall be venued in Ramsey County, Minnesota.

E. STANDARDS

1. The SCHOOL DISTRICT shall comply with all applicable federal and state statutes and regulations now in effect or hereafter adopted, and professional standards appropriate to the services.
2. Other provisions for cancellation of this agreement notwithstanding, failure to meet such standards may be cause for cancellation of this agreement effective as of receipt of notice of cancellation.

F. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purpose in the course of SCHOOL DISTRICT's performance of this agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes or state rules adopted to implement the Act, as well as any applicable federal laws.

G. NON-DISCRIMINATION

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1986. On request, the SCHOOL DISTRICT will furnish all information and reports required by the COLLABORATIVE and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

H. INDEMNITY AND INSURANCE

1. **Indemnity**. The SCHOOL DISTRICT agrees that to the limits set forth in law, it will defend, indemnify, and hold harmless the COLLABORATIVE, its officials, employees, and agents from any and all liability, loss, or damages they may suffer as a result of claims, demands, judgments, or costs, including reasonable attorney's fees, arising out of or related to the SCHOOL DISTRICT's performance of this agreement. It is acknowledged that this provision was separately negotiated and specifically agreed to by the SCHOOL DISTRICT.

2. **Insurance.** The SCHOOL DISTRICT shall purchase and maintain such insurance or will have a self-insurance program as will protect the SCHOOL DISTRICT from all claims set forth below, which may arise out of, or result from, the SCHOOL DISTRICT's operations under this agreement, whether such operations be by the SCHOOL DISTRICT or by anyone directly employed by them, or by anyone for whose acts any of them may be liable.

I. INDEPENDENT CONTRACTOR

It is agreed that nothing contained in this agreement, or any extension of this agreement, is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association with the COLLABORATIVE and the SCHOOL DISTRICT nor shall the acceptance of such payment act as a waiver of any claims that the SCHOOL DISTRICT may have against the COLLABORATIVE, its employees, agents, and representatives of the COLLABORATIVE. From any amounts due the SCHOOL DISTRICT, there will be no deductions for federal income tax or FICA payments, or for any state income tax, or for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the SCHOOL DISTRICT.

J. PROVISIONS CONCERNING CERTAIN WAIVERS

Subject to applicable law, any right or remedy which the COLLABORATIVE may have under this contract may be waived in writing by the COLLABORATIVE by a formal waiver if, in the judgment of the COLLABORATIVE, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

K. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

L. COLLABORATIVE NOT OBLIGATED TO THIRD PARTIES

The COLLABORATIVE shall not be obligated or liable hereunder to any party other than the SCHOOL DISTRICT.

M. WHEN RIGHTS AND REMEDIES NOT WAIVED

In no event shall the making by the COLLABORATIVE of any payment to the SCHOOL DISTRICT constitute or be construed as a waiver by the COLLABORATIVE of any breach of covenant, or any default which may then exist, on the part of the SCHOOL DISTRICT, and the making of any such payment by the COLLABORATIVE while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the COLLABORATIVE in respect to such breach or default.

N. SUBCONTRACTING AND ASSIGNMENTS

The SCHOOL DISTRICT shall not enter into any subcontract for performance of any of the services contemplated under this agreement, nor assign this agreement, without the prior written approval of the COLLABORATIVE, and subject to such conditions and provisions as

the SCHOOL DISTRICT may deem necessary. The SCHOOL DISTRICT shall be responsible for the performance of all subcontractors.

O. MODIFICATION OF AGREEMENT

Any alterations, variations, modifications, or waivers of provisions of this agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COLLABORATIVE and the SCHOOL DISTRICT, and attached to the original of this agreement.

P. NOTICES

Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the address(es) listed below:

COLLABORATIVE

Director
SUBURBAN RAMSEY FAMILY COLLABORATIVE
1910 West County Road B
Roseville, MN 55113

SCHOOL DISTRICT

Superintendent
INDEPENDENT SCHOOL DISTRICT NO. 623
1251 West County Road B-2
Roseville, MN 55113

Q. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement between the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this agreement are incorporated or attached and are deemed to be part of this agreement.

IN WITNESS WHEREOF, the COLLABORATIVE and SCHOOL DISTRICT have executed this agreement as of the dates written below.

SUBURBAN RAMSEY FAMILY COLLABORATIVE
(a Joint Powers Board)

INDEPENDENT SCHOOL DISTRICT NO. 623

By: _____

By: _____

Date: _____

Date: _____

Its: Director, Mary Sue Hansen

Its: Superintendent, Dr. Jenny Loeck