

**SHARED SERVICE AGREEMENT BETWEEN
FLOODWOOD SCHOOL ISD 698
AND
CROMWELL-WRIGHT PUBLIC SCHOOL ISD 95**

This Agreement shall be effective for the period ~~April 1 July 1~~, 2026, through June 30, 2028, and is for the purpose of sharing services which shall be provided between Floodwood Public School ISD 698 (hereinafter referred to as FPS) and Cromwell-Wright Public School ISD 95 (hereinafter referred to as CWPS). Hereinafter referred to collectively as “the Parties.”

RECITALS

1. CWPS and FPS are public school districts created by, and operating under, the laws of the State of Minnesota.
2. FPS desires to purchase and obtain Superintendent services from CWPS. 3. CWPS desires and agrees to provide the services of Superintendent to FPS, as set forth herein.

**NOW, THEREFORE, FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF
THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, THE PARTIES
COVENANT AND AGREE, AS FOLLOWS:**

SHARED SERVICES

I. DESCRIPTION OF SERVICES AND COMPENSATION

A. Superintendent Services

1. **Employing and Purchasing Districts:** For purposes of this Agreement, CWPS shall be the *employing district*, meaning the district that employs the Superintendent and administers the Superintendent’s employment, salary, and benefits. FPS shall be the *purchasing district*, meaning the district that purchases a portion of the Superintendent’s services from CWPS under this Agreement.
2. **Description of Services.** CWPS will provide FPS the services of a Superintendent. It is contemplated that these services shall be on a part-time basis and will provide those services ordinarily done by a Superintendent.
 - a. **Construction Project Services – Limited Term Purchase**
 - i. For the period of **April 1, 2026 through June 30, 2026**, FPS shall purchase a portion of the Superintendent’s services from the CWPS for the sole purpose of providing **construction-project related duties and oversight.** ~~consultation time for CWPS~~

Superintendent to attend construction project meetings at the direction of the current FPS Superintendent.

- ii. Compensation for services provided to the Purchasing District shall be paid on an hourly basis, at the Superintendent's current hourly rate of pay, inclusive of benefits, for the 2025-26 School Year, for all time spent performing services on behalf of the Purchasing District. All hours will be logged by date with a detailed description of completed work **on a shared file between the two district Superintendent.** The Employing District shall bill the Purchasing District **monthly** for such services ~~at the conclusion of the term~~, based on actual hours worked.
- iii. These services shall be limited to **attendance at meetings regarding the planning, coordination, oversight, and administrative management of the** current FPS construction project **at request of the current FPS Superintendent**, and shall constitute a temporary and project-specific assignment during the stated term only.

- b. **Shared Services Time Allotment: For the period July 1, 2026 - June 30, 2028** The Superintendent's time shall be divided equally (50%–50%) between FPS and CWPS and shall follow an **alternating weekly schedule**. Under the preferred rotation, the Superintendent will be on site three (3) days in FPS and two (2) days in CWPS during one week, and then alternate the following week between the Districts. The Superintendent will have the flexibility to change this schedule as necessary to meet operational needs. The Parties acknowledge and understand that in some cases special circumstances will require that the person assigned to perform the Superintendent services may devote more time to the affairs of one of the Parties than the other.
- c. The Superintendent shall perform the duties for both CWPS and FPS as described in the CWPS Superintendent Contract and CWPS Job Description.
- d. Both CWPS and FPS shall maintain full-time K-12 principals.

- 2. **Compensation.** For the services set forth herein, FPS will pay CWPS on a 50/50 shared cost ratio for the Superintendent's salary/benefits and expenses to include but not be limited to business travel (at IRS rate), professional development, lodging, meals, membership dues, or other similar related items. Any and all expenses must be detailed on an invoice provided by CWPS to FPS and paid in the ordinary course of business no less than quarterly throughout each fiscal year.

3. Leave Use and Service Fee Provision: The Parties acknowledge that the Employee remains an employee of the Employing District and is entitled to utilize all accrued and contractually available leave, including but not limited to sick leave, personal leave, vacation leave, and any other authorized leave banks, in accordance with the Employing District's policies and the Employee's individual employment contract.

Use of any such leave by the Employee shall not result in a reduction of services provided to the Receiving District for purposes of calculating the shared services fee, nor shall it result in any reduction, credit, refund, or adjustment to the amount payable under this Agreement. The agreed-upon shared services price shall remain in full effect regardless of the Employee's authorized use of leave.

II. PERSONNEL PERFORMING SERVICES

A. Superintendent Services Provided by CWPS to FPS

1. Personnel or an employee of CWPS assigned by CWPS to perform the Superintendent services described herein shall be properly licensed and qualified to perform the duties and services contemplated and intended by this Agreement. The current Superintendent employed by CWPS shall perform the services under this Agreement. Any future personnel assigned by CWPS to perform the services, including any replacement or newly hired Superintendent, shall be subject to the prior mutual agreement of the Parties.
2. CWPS agrees and represents that it shall have subjected any personnel assigned to perform services under this Agreement to both a criminal history and background check, and shall not assign anyone to perform services who has had any record or history which would have a negative bearing on that individual's ability to properly and safely perform the services contemplated.
3. CWPS assumes responsibility for the employment obligations of its employee providing Superintendent services hereunder, and will make all deductions required of employers by state, federal and local laws, including deductions for TRA, if applicable, social security and/or withholding taxes, and contributions for unemployment compensation; and shall maintain workers' compensation and liability insurance coverage for any such employees.
4. CWPS shall not be permitted to subcontract any of the Superintendent services to be provided hereunder to any other individual or entity, without the express written consent of FPS.

III. RELATIONSHIP OF PARTIES

- A. The Parties intend that an independent contractor relationship be created by this Agreement. Nothing in this Agreement shall be construed to create an employment relationship between the Superintendent and the Purchasing District.
- B. The overall conduct and control of the Superintendent services performed under this Agreement will lie with CWPS. However, CWPS agrees and represents that its employee shall perform said services in accordance with approved methods and procedures for performing services and in conformity with federal and state laws, rules and policies and in accordance with FPS's policies and procedures.
- C. CWPS and its employee performing Superintendent services under this Agreement are not to be considered as agents or employees of FPS for any purpose other than as set forth in Section IV A., and CWPS's employees will not be entitled to any benefits from FPS nor to any of the benefits and/or rights which FPS provides its own employees.

IV. LIABILITIES AND INDEMNIFICATION

A. Superintendent Services Provided by CWPS to FPS

1. Each Party to this Agreement shall be obligated to provide coverage for the individuals assigned to perform services under this Agreement under its liability insurance policy for duties performed for the respective Districts. Each of the Parties to this Agreement shall protect, defend, hold harmless and indemnify the other Party from and against any and all losses, costs, damages, or expenses, including attorneys' fees and expenses, occasioned by, or arising out of, any accident or occurrence causing or inflicting injury or damage to any person or property due to actions or inactions of the Superintendent while performing services for the indemnifying Party, to the greatest extent allowed by law.
2. The Parties agree and understand that the individual assigned to perform services under this Agreement shall be considered an agent or representative for purposes of third-party liability only when performing services for that District.

V. COMPLIANCE WITH POLICIES AND PROCEDURES

A. Superintendent Services Provided by CWPS to FPS

1. CWPS agrees that its employee assigned to perform services under this Agreement shall fully comply with all policies and procedures of FPS. Any deficiency, failure, or refusal on the part of the employees assigned to perform services under this Agreement with regard to compliance with those policies and procedures shall be orally, and in written form, brought to the attention of CWPS School Board Chair.

CWPS shall conduct an annual performance evaluation of the employee assigned to perform services under this Agreement and FPS shall have the right to submit feedback and evaluation information to CWPS for their consideration prior to their evaluation of the employees.

2. CWPS agrees that its employees assigned to perform services under this Agreement shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data and information.
3. The Parties agree that any violation or non-compliance by the employees assigned to perform services under this Agreement shall be dealt with by CWPS, and shall be subject to CWPS's policies and/or any agreement or contract CWPS has with said employees. However, FPS shall have the right to request removal of said employee from performing services under this Agreement subject to the termination provisions set forth in Section VII of this Agreement.

B. Technology, Equipment, and Software Access

1. The Employing District shall provide the Employee with a mobile phone for use in performing the duties of this Agreement. The cost of the mobile phone, including any monthly service fees, shall be split 50/50 between the Parties and will be billed in the annual salary agreement.
2. Each District shall provide any additional technology, equipment, or software necessary for the Employee to perform work specific to that District. Equipment provided by a District shall be dedicated to work for that District and remain the property of the providing District. The Employee shall be assigned separate email accounts and secure system access for each District to ensure confidentiality and proper management of data. Each District is responsible for the maintenance, repair, replacement, and licensing of its own equipment and software, unless otherwise agreed in writing.
3. Under this Shared Services Agreement, both the Employing District and the Purchasing District acknowledge and agree that all work-related data created, received, stored, or transmitted on any district-issued or approved cell phone in connection with the shared services is government data subject to the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, Chapter 13. Each district is independently and equally responsible for ensuring such data is properly classified, secured, retained, and made available as required by law, and for fully cooperating with one another in responding to data requests, audits, and any required incident reporting.

VI. TERMS TO BE EXCLUSIVE

- A. This Agreement constitutes the entire agreement between the Parties with respect to

the services provided hereunder and is subject to regular review and analysis by the Parties, as set forth in Section I of this Agreement.

B. This Agreement shall be evaluated annually by both Districts.

C. The provisions of this Agreement are for the benefit of the Parties hereto and not for the benefit of any other person or legal entity.

VII. TERMINATION

A. Either Party may terminate the services under this Agreement by providing written notice of intent to terminate to the other Party no later than January 1 of the year in which the termination is to become effective. Unless the Parties mutually agree in writing to a different date, the termination shall be effective on June 30 of that same year. The terminating District shall remain fully obligated to make all required payments and to comply with all terms of this Agreement through the effective date of termination.

B. **Automatic Expiration.** This Agreement shall automatically expire and terminate, without notice and without any further action by either party, upon the expiration of the Superintendent's employment contract with the Employing District on June 30, 2028. Upon such expiration, all rights and obligations of the parties under this Agreement shall cease, unless otherwise expressly stated herein.

C. **Termination Upon Separation of Superintendent** In the event the Superintendent's employment is terminated or the Superintendent resigns from employment with the employing district, either party may terminate this Agreement upon thirty (30) days' written notice to the other party. The thirty (30) day notice period shall commence on the date the termination or resignation is provided by or to the Superintendent, whichever occurs first.

VIII. WAIVER OR MODIFICATION OF TERMS

No waiver, alteration, or modification of the terms and provisions of this Agreement shall be binding unless in written form and signed and executed by the authorized representative of the Parties hereto.

IX. SAVINGS CLAUSE

Should any provision of this Agreement be found unlawful or invalid, due to legislative or budgetary changes, the other provisions of this Agreement shall remain in full force and effect if, by doing so, the purpose of this Agreement, taken as a whole, can be reached, fulfilled, and made operative. Should any provision be found unlawful or invalid, the Parties shall attempt to

agree upon an amendment to this Agreement to replace that portion that has been determined to be unlawful or invalid.

IN WITNESS WHEREOF, each Party will execute this Agreement pursuant to the authority of resolutions passed and approved by their respective governing bodies, which are incorporated herein by this reference.

Approved this day of ,2026. Approved this day of ,2026. **Cromwell-Wright Public School ISD**

95 Floodwood Public School ISD 698

_____ School
Board Chair School Board Chair

_____ School
Board Clerk School Board Clerk