

AGREEMENT

Independent School District #192 ("ISD 192") and
Intermediate School District #917 ("ISD 917")

THIS AGREEMENT ("Agreement") entered into this ____ day of _____, 2024, by and between Independent School District #192 ("ISD 192"), and Intermediate School District #917 ("ISD 917").

WHEREAS, ISD 917 is an intermediate school district organized according to Minnesota Statutes, Chapter 136D, and its mission includes providing special education and related services to students; and

WHEREAS, ISD 917 provides an early childhood mental health program to eligible students of its member districts; and

WHEREAS, ISD 192 agrees to provide for purchase by ISD 917 an appropriately licensed early childhood special education teacher for the early childhood mental health program:

NOW THEREFORE IT IS AGREED:

1. EMPLOYMENT

Deb Johnson, an early childhood special education teacher for ISD 192, has been hired to provide services to students receiving early childhood special education services in the mental health program provided by ISD 917 for the 2024-2025 school year.

Deb Johnson, will be a full-time teacher of ISD 192 entitled to all salary and benefits as described in the master agreement between ISD 192 and the Farmington Education Association representing teachers and is subject to the policies, regulations, benefits, and laws applicable to School Board employees.

2. REIMBURSEMENT OF SALARY AND BENEFITS

The parties agree that, during the term of this Agreement, ISD 917 will reimburse ISD 192 the full cost of salary and benefits. ISD 917 agrees to remit payment in two equal installments payable mid-year and prior to June 15 based on billing from ISD 192.

Additional compensation for professional development paid hourly at the employee's hourly rate will be billed by ISD 192 to ISD 917 separately. In addition, mileage paid at the federal mileage rate incurred by the employee will be billed by ISD 192 to ISD 917 separately.

Costs for substitutes for the early childhood special education teacher will be incurred by and paid for by ISD 917 directly.

3. LIABILITY AND INSURANCE

ISD 917 assumes liability for the acts and omissions of its employees, but does not assume any liability for the acts or omissions of the employees, agents and assigns of ISD 192. ISD 917 and ISD 192 agree that they will at all times during the term of the Agreement, have and keep in force a liability policy that names the other as an additional insured. Limits will include one million dollars (\$1,000,000.00) for each occurrence with two million dollars (\$2,000,000.00) aggregate. Each agrees to provide a Certificate of Insurance to the other upon request.

4. PERSONNEL

ISD 917 and ISD 192 hereby acknowledge and agree that ISD 192's employees are not employees of ISD 917, and that ISD 192's employees or its agents will have no authority to bind ISD 917 or otherwise incur liability on behalf of ISD 917 without the express written delegation of authority by ISD 917. ISD 917 shall have no obligation to provide any ISD 192 employee with benefits or privileges of any kind or nature including, without limitation, insurance benefits, pension benefits, worker's compensation benefits or any other benefits ISD 917 provides to its employees. ISD 192 has exclusive control and the right to hire and discharge any of its employees rendering services under this Agreement. ISD 192 will be solely responsible for the payment of wages, taxes, and other related charges for services rendered under this Agreement by its employees.

5. CONFIDENTIALITY AND DATA PRACTICES

Minn. Stat. § 13.05, Subd. 11 applies to this Agreement. The Parties believe that data generated and maintained in the early childhood mental health program are government data and are therefore subject to the Minnesota Government Data Practices Act or the federal Family Educational Rights and Privacy Act ("FERPA").

6. TERM, TERMINATION, OR MODIFICATION

The term of this Agreement shall be from July 1, 2024, through June 30, 2025. If the parties mutually agree in writing, this Agreement may be terminated on the terms and the date stipulated in such a separate written document. This Agreement may not be modified without the written and mutual consent of both parties.

7. CONTRACT ADMINISTRATION

The Agreement shall be administered on behalf of ISD 192 by the Superintendent or designee and shall be administered on behalf of ISD 917 by the superintendent or designee.

8. NOTICE

All notices or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been given properly if delivered personally by hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or any other address that may be given in writing to the parties:

ISD 192: Dana Strop
Name of Director of Special Services

20655 Flagstaff Avenue
Address

Farmington, MN 55024
City, State, Zip

651-463-5022
Phone

651-463-5071
Fax

ISD 917:

Melissa Schaller
Name of Executive Director of Student Services

14300 145th Street East
Address
Rosemount, MN 55068
City, State, Zip

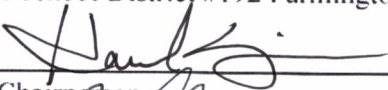
651-423-8204
Phone
651-423-8776
Fax

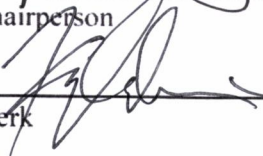
9. GENERAL

This Agreement cannot be assigned by either party, except with the prior written consent of the other party. This Agreement shall be governed by and construed under the laws of the State of Minnesota. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent deemed omitted and the remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

IN WITNESS WHEREOF, the duly authorized officers or representatives of the parties have set their hands hereto on the dates indicated by their signatures.

Independent School District #192 Farmington Area Public Schools

By: 
It's Chairperson

By: 
It's Clerk

Dated: May 13, 2024 School Board's Tax Identification Number: 41-6007663

Intermediate School District 917

By: _____
It's Chairperson

By: _____
It's Clerk

Dated: _____, 20____ School Board's Tax Identification Number: _____