



ANOKA-HENNEPIN SCHOOLS

EDUCATIONAL SERVICE CENTER

Contract for Services Community Partner SpEd Agreement between Anoka-Hennepin Independent School District 11

This Contract is entered into between Anoka-Hennepin School District No. 11, "District," an independent school district created and existing under the laws of Minnesota, and (_____), "Contractor."

Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

1. Scope of Service

Contractor shall provide the services described in attached – **ADDENDUM 1**

Contractor shall hold appropriate licensure for provision of services.

Describe licensure or qualifications of the Contractor staff responsible for delivery of services, if applicable:

Check all that apply below

District requires a current copy of license for individuals providing services

Services are consultative with special education staff.

Site of Service

Check all that apply below

Services to be provided at school site(s)

Services to be provided at the Contractor's site. The Contractor's facility is equivalent to educational facility for those services provided in educational settings.

2. Payment

The cost of services shall be **\$0.00**.





3. District Policies and Procedures

The Contractor will follow the District's policies and procedures while providing services in the school setting. District policies may be found on the District's website.

4. Term

The contract will become effective upon signature of both parties and shall remain in effect until _____(date).

5. Cancellation Clause

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

6. Independent Contractor

For the purposes of this agreement Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find Contractor, its employees, agents or representatives to be employees or agents of District. The district will make no deductions for federal Income Tax, FICA, or state income tax.

7. Hold Harmless

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

8. Data Ownership

All data created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant or incidental to this agreement shall remain the property of the District.

9. Student Data Access

Contractor employees or contractors may access student data only if authorized by the District and such access is necessary to fulfill the official duties of the employee or contractor in Contractor's performance of the provisions of this agreement.





10. Privacy of Pupil Records

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

11. Selling, Sharing, or Dissemination of Student Data

Contractor shall not sell, share, or disseminate student data, except as provided by Chapter 13, section 13.32 of Minnesota Statutes or as part of a valid delegation or assignment of its contract with the District. An assignee or delegee that creates, receives, or maintains student data shall be subject to the same restrictions and obligations under section 13.32 as the Contractor.

12. Commercial Use of Student Data

Contractor shall not use data for any commercial purpose, including but not limited to marketing or advertising. Nothing in this agreement shall prohibit the Contractor's use of deidentified, aggregate information for improving, maintaining, developing, supporting, or diagnosing the Contractor's site, service, or operation.

13. Insurance

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation
 - A. Statutory State Coverage
 - B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident 100,000 Each Accident
Bodily Injury by Disease 100,000 Each Employee
Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)
Combined Single Limit: 1,000,000
Personal Injury Liability 1,000,000
Products Completed Operations 1,000,000





General Aggregate 1,000,000

- B. Anoka Hennepin ISD #11 shall be added to the policy as additional insured using ISO form CG 2026.
- 3. Automobile Liability Insurance including hired/ non-owned Auto.
- 4. Professional Liability Insurance with limits of 1,000,000 each occurrence / 1,000,000 aggregate.

Contractor will provide District with proof of insurance of an Accord Certificate form upon request. The name of the insured shall match the name on the Contract. The certificate holder shall be Anoka-Hennepin ISD #11. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the Contractor's liability to District under this contract.

14. Access to Records and Audit

Contractor's books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the District and either the Legislative or State Auditor, as authorized by Minnesota Statute 16B.06, subd. 4. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The Contractor agrees to maintain such data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.

15. Breach of Data Security

Contractor, upon the discovery or notification of a breach of security that results in the unauthorized release, disclosure, or acquisition of data, or the suspicion that such a breach may have occurred, must disclose to the District as soon as possible, but no later than twenty-four (24) hours, all information necessary to fulfill the requirements of Minnesota Statute section 13.055.

16. Return of Data

Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, the Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District





provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

17. Anti-Discrimination

During the performance of this contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Contractor shall also comply with any applicable federal or state laws regarding nondiscrimination. The following list includes, but is not meant to limit, laws that may be applicable:

- Minnesota Statute 363A.37
- The Equal Employment Opportunity Act of 1972
- Executive Order 11246
- The Rehabilitation Act of 1973
- The Age Discrimination in Employment Act of 1967
- The Equal Pay Act of 1963
- Minnesota Statute 181.59
- The Job Training Partnership Act of 1982
- OSHA Requirements

18. Compliance with Laws and Debarment

The Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.





Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

19. Data Practices

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

20. Background Check

Contractor must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, Contractor will not allow the service provider to have direct or indirect contact with the student. Copy of background studies will be provided upon request to Anoka-Hennepin School District. The Contractor will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student(s). Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Special Education and shall be supervised by the Director or Designee.

21. Choice of Law

This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by the same parties who executed the original Contract, or their successors in office.

22. Assignment

Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or





ANOKA-HENNEPIN SCHOOLS

EDUCATIONAL SERVICE CENTER

to any person reasonably believed by District to be entitled to payment, shall satisfy District’s obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

23. Severability

If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

24. Survivability

The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

This Agreement is duly executed on _____ (Date)

Anoka-Hennepin ISD 11 Contractor/Contractor

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

THE REMAINDER OF THIS DOCUMENT IS INTENTIONALLY BLANK





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ADDENDUM 1

