



## Contract for Services 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."

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.

### 1. Scope of Service

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

### 2. Background Check Requirements

Contractor will not be providing services to students. - Background Check is NOT Required.

Contractor is a District Employee – Background Check is NOT Required.

Contractor can provide a Background Check for each employee and can provide a copy upon request by the District.

Contractor is an Individual providing services to the school district as a sole practitioner and must pay for a Background Check through Anoka-Hennepin ISD 11 Employee Services Office.

### 3. Site of Service

Services to be provided at school or offsite location where students **may be** present.

Services to be provided at school or offsite location where students will **not** be present.

### 4. Payment

The cost of services shall be as set forth in **ADDENDUM 1** and payment will be made within 35 days of receipt of detailed invoice. Contractor shall submit an invoice to the District for services provided. The invoice should be mailed to:

Accounts Payable  
Anoka-Hennepin ISD #11  
2727 N. Ferry Street  
Anoka, MN 55303

### 5. Term

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

### 6. District Policies and Procedures

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



### **7. 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.

### **8. Licensure Requirements**

If required, Contractor shall hold appropriate licensure for provision of services. Description of licensure and/or qualifications of the agency staff, if applicable, shall be specified in attached **ADDENDUM 1**. Additionally, Contractor, upon the request of the District, shall provide official copies of such licensure.

### **9. 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.

### **10. Hold Harmless**

Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

### **11. Limitation on Liability**

In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein

### **12. 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.

### **13. 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.

### **14. 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.

### **15. 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.

### **16. 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.

### **17. 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. 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.*





### **18. 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 16C.05, subd. 5. 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 6 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period

### **19. 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.

### **20. Return of Data**

Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, 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.

### **21. Prohibition Against Conflicts of Interest, Gratuities and Kickbacks**

Any employee or any official of the District, elected or appointed, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to or from any person, partnership, firm, or corporation offering, submitting pricing for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws.

### **22. 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





### **23. Non-Appropriation**

The District reasonably believes that budgeted funds will be obtained sufficient to make all payments. Continuation of any agreements beyond June 30th of any year is contingent upon appropriation of budgeted funds for payment of that contract. In the event that adequate funds are not so appropriated, the District shall notify the vendor as soon as possible prior to the necessary cancellation and no penalty in any form shall be levied against the District because cancellation of any part or all of the services required by failure of appropriation.

### **24. 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 the 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.

### **25. Data Practices and District Policies**

All 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. 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.

### **26. Background Check**

Contractors providing services or support to students and who are sole practitioners or are otherwise not affiliated with a company that requires completion of an updated background check must complete and satisfy the District background check process prior to providing services under this contract. Compensation or other consideration to the contractor is contingent upon completion of a criminal background check that is acceptable to the District.

### **27. Assignment**

Contractor may not assign any obligations of this Contract without the prior written consent of the 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 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.





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### 28. 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.

### 29. 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.

### 30. 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.

### Anoka-Hennepin ISD 11:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: Michelle Vargas, Chief Financial Officer

### Contractor:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Email Contact: \_\_\_\_\_





## ADDENDUM 1

Contractor to provide services to the Anoka-Hennepin School District between the dates of \_\_\_\_\_ and \_\_\_\_\_. The specific scheduling and dates of service shall be mutually agreed upon by both parties prior to the commencement of each service period. Such agreements shall be made on a timely basis, taking into account the needs and availability of both parties.

**Contractor responsibilities include, but are not limited to:**

**Full Compensation Details:**

Contractor will be paid at a rate of \$ \_\_\_\_\_ Per \_\_\_\_\_.

or

Contractor will be paid a flat sum of \$ \_\_\_\_\_ after rendering service.

**Total compensation for services is not to exceed \$ \_\_\_\_\_ for the contracted term:**

**Additional Information:**



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### APPENDIX A

#### BACKGROUND CHECK – CRIMINAL RECORD HISTORY SEARCH

This form is only to be completed if Employee Services will conduct a Background Check for an Individual/Contractor not affiliated with a company.

*Contractors providing services and who are sole practitioners or are otherwise not affiliated with a company that requires completion of an updated background check must complete and satisfy the District background check process prior to providing services.*

*Compensation or other consideration to any Contractor is contingent upon completion of a criminal background check that is acceptable to the District.*

**Name of Individual/Independent Contractor:** \_\_\_\_\_  
FIRST MIDDLE LAST

**Daytime Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

Employee Services will email the Individual/Independent Contractor with a link to facilitate the completion of the background check.

There will be a fee of \$21 that will be assessed to the Individual/Independent Contractor for this service. *(Fee will be paid by the Individual through the link)*

-----Office Use Only-----

**Indicate Pass or Fail:** \_\_\_\_\_

Employee Services Staff Signature:

Emp Srvcs Staff Name & Date *(will autofill at time of signature)*: \_\_\_\_\_

