Osseo Area Schools

CONTRACT FOR SERVICE - Addendum

TERMS & CONDITIONS

1. **Assignment/Subcontractors**: Contractor shall not assign any rights or obligations under this Contract without prior written consent of ISD 279. An assignment attempted to be made in violation of this Contract shall make this Contract immediately null and void.

2. **Background Check**:
   a. Contractor providing services or support to students who is a sole practitioner or is otherwise not affiliated with a company that requires completion of a background check must complete and satisfy an ISD 279 background check prior providing services under this Contract. Compensation or other consideration to the Contractor is contingent upon a criminal background check that is acceptable to ISD 279.

   b. Contractors that are not sole practitioners shall ensure that no employee or agent will have access to ISD 279 students or property if there is a record of a background check crime defined in Minnesota Statute § 299C.61, Subd.2., a felony, or any other theft as defined in Minn. Stat § 609.52, Subd.2. Contractors will be responsible for conducting background checks pursuant to MN Statute 123B.03 for each of its employees working at schools.

3. **Choice of Law**: This Contract shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles. Both parties consent that any action arising out of this Contract shall be heard by a state court in Minnesota in the Fourth Judicial ISD 279 (Hennepin County). If any provision of this Contract is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

4. **Compliance with Applicable Laws, Regulations, Orders and ISD 279 Policies**: the Contractor certifies that all goods or services furnished under this Contract shall comply with applicable federal, state and local laws and regulations and ISD 279 policies. ISD 279 policies may be found on ISD 279's website.

5. **Contractor Legal Authorization**: Contractor has obtained all necessary licenses or permits required to provide work under this Contract. The Contractor shall provide official copies of such license and/or legal authorization upon request of ISD 279.

6. **Data Practices**
   a. Pursuant to ISD 279's Family Educational Rights and Privacy Act Policy which is 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 ISD 279. As such, Contractor certifies and agrees that data created, collected, received, stored, used, maintained, or disseminated by the Contractor complies with the Acts.

   b. Contractor may access student data only if authorized by ISD 279 and such access is necessary to fulfill the provisions of this Contract.

   c. Contractor shall administer any information classified by the Minnesota Government Data Practices Act, Minnesota Statute § 13, as private data on individuals as if Contractor were a government entity. Contractor is subject to the remedies provided by individual data subjects under §13.08.

   d. Contractor shall not sell, share, or disseminate student data, except as provided by Minnesota Statute Chapter §13.32 or as part of a valid delegation or assignment of this Contract with ISD 279. An assignee or delegate that creates, receives, or maintains student data shall be subject to the same restrictions and obligation under §13.32.

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

   f. Contractor must promptly disclose to ISD 279 the discovery or notification of a breach of security that results in unauthorized release, disclosure, acquisition of data, or the suspicion that such a breach may have occurred within twenty-four (24) hours. Contractor shall disclose to ISD 279 all information necessary to fulfill the requirements of

Minnesota Statute §13.055.

g. Contractor, including its employees and agents, shall return documents, data, and other information provided by ISD 279 within ten (10) days of Contract completion, termination of Contract, or at the request of ISD 279. In lieu of data being returned, ISD 279 may request that the Contractor destroy and provide evidence of the destruction of documents, data, and other information provided by ISD 279.

h. Generally, information and documentation received by ISD 279 becomes public information and then subject to disclosure upon public data request. The Contractor must identify confidential or proprietary information within their submission; this information could be exempt from disclosure if cited and in compliance with an exempting statute.

7. **Indemnification**: Contractor agrees to release, defend, indemnify, and hold harmless ISD 279, 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. 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 ISD 279. Contractor shall not settle or compromised any claim in which the ISD 279 has been named a party and for which Contractor must indemnify ISD 279 without a signed agreement approved by the ISD 279.

8. **Independent Contractor**: Contractor shall perform duties herein as an independent contractor. Nothing contained in this Contract is intended nor shall it be construed to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of ISD 279. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. The Contractor shall have no authorization, express or implied, to bind ISD 279 to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

9. **Insurance**: Contractor shall provide a certificate of insurance providing automobile liability, general liability, and worker's compensation insurance coverages if requested by ISD 279. The automobile coverage and general liability coverage will name ISD 279 as additional insured. ISD 279 does not represent that the required coverage and limits are adequate to protect the Contractor and such coverage limits will not be deemed as limitation of the Contractor's liability to ISD 279 under this Contract.

Insurance	Description	Coverage	Aggregate
worker's compensation	state statutory employer's liability	$500,000/$500,00/$500,000	n/a
comprehensive general liability (including premises-operations; independent vendor's protective; products and completed operations; broad-form property damage)	bodily injury; property damage; combined single limit	$1,500,000 each occurrence	$3,000,000 aggregate
blanket contractual liability	bodily injury; property damage; combined single limit	$1,500,000 each occurrence	$3,000,000 aggregate
	personal injury, with employment exclusion deleted	$1,500,000 each occurrence	$3,000,000 aggregate
comprehensive automobile liability	bodily injury; property damage; combined single limit	$1,500,000 each occurrence	$3,000,000 aggregate
Umbrella liability	bodily injury; property damage; combined single limit	$5,000,000 each occurrence	$5,000,000 aggregate

10. **Non-Appropriation** Financial obligations of ISD 279 payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise may available. If this Contract is funded in whole or in part with federal

funds, ISD 279's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

11. **Non-Discrimination**: During the performance of this Contract, the Contractor shall not unlawfully discriminate against an employee, applicant for employment, or any student or employee of ISD 279 because of race, color, creed, religion, gender, national origin, disability, age, marital status, public assistance status or citizenship status. The Contractor will take action to ensure that its applicants are employed and that employees are treated during employment without unlawful discrimination. The Contractor shall also comply with any applicable federal or state laws regarding non-discrimination.

12. **Prohibition Against Conflict of Interest and Collusion**: Any employee or any official of ISD 279, 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 ISD 279 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.

13. **Property Damage:** Contractor is responsible for all damage to ISD 279 property, whether real or personal, which is a result of this Contractor's action under this agreement. Damaged property must be repaired and returned to its original condition within 30 days or within a timeline agreed to by ISD 279. The Contractor must report all damages of real or personal property to the Contract Administrator of ISD within 24 hours of the occurrence.

14. **Records Disclosure and Retention**: Contractor's books, records, documents, papers, accounting procedures and practices and other evidence of the disbursement of public funds under this Contract are subject to the examination, duplication, transcriptions and audit by ISD 279 and the Minnesota State Auditor, in accordance with 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 this Contract. The Contractor agrees to maintain such data for a period of six (6) years from the date of service or payment last provided or made, or longer if any audit in progress requires a longer retention period.

15. **Respectful Workplace:** Pursuant to ISD 279 Board Policy 102, contractors are expected to: conduct themselves in a manner that demonstrates respect for others in the workplace and public service environment; use informal means to address issues with the individual(s) involved whenever possible; participate fully and in good faith in any informal resolution process or formal complaint and investigative process for which they may have relevant information; and report incidents that may violate this policy in accordance with processes identified by the agency.

16. **Signatures, Modifications, and Communication**:
    a. NO WORK SHOULD BEGIN UNDER THIS CONTRACT until authorized signatures have been obtained or the Contract has been authorized by ISD 279 School Board. This Contract is the complete and final statement of the agreement. Previous proposals, negotiations, and representations, whether oral or in writing, are superseded by this Contract.

    b. This Contract shall not be binding until signed by authorized parties. If any modifications, amendments, or alterations are made to the terms and conditions of this Contract after it has been signed by ISD 279 but before it is signed by the other party, such changes shall render signature by authorized ISD 279 personnel null and void and this Contract shall be considered unenforceable unless re-signed by ISD 279. This Contract can only be modified through an addendum executed by both parties.

    c. Notices, requests, and other communications that a party is required or elects to deliver shall be in writing, delivered personally, electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail (first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

17. **Survivability**: The Contractor has a continuing obligation after the Contract term to comply with provisions, representations,

and warranties of this Contract intended for ISD 279's protection, benefit, or that by its sense and context is intended to survive the completion, expiration, or termination of this Contract.

18. **Suspension and Debarment**: 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 ISD 279 if it becomes debarred or suspended during the term of this Contract. ISD 279 may immediately terminate this Contract in the event of such termination or suspension. Contractor shall be responsible for any costs incurred by ISD 279 in connection therewith.

19. **Tabacco and Chemicals**: Contractor and its employees or agents shall not possess or use tobacco or other chemicals prohibited by policy 921 and 922 while on ISD 279 property. These substances may include, but not be limited to, alcohol, tobacco, cannabis, vaping, and illicit drugs.

20. **Tax Exempt Status**: ISD 279 is exempt from paying Minnesota sales and use tax on certain purchases, as provided in Minnesota Statute § 297A.70. Contractor shall not charge ISD 279 for such sales and use tax. Contractor shall be responsible for the payment of all sales tax to the Minnesota Department of Revenue.

21. **Termination of Contract:**
    a. Either party may terminate this Contract without cause by providing a thirty (30) day written notice to the other party.
    b. ISD 279 may terminate this Contract immediately in whole or in part for cause if contractor does not adhere to a term under this Contract, becomes insolvent or files for bankruptcy protection.

The parties, by signing, warrant that they have reviewed and agree to all terms incorporated in this Addendum and they are duly authorized by law to execute this Addendum, intending to be legally bound thereon.

Signature from Authorized Contractor/Officer – must also include date, printed name, and title.

Signature from Authorized ISD 279 Officer - must also include date, printed name, and title.