

# **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT entered into between **INDEPENDENT SCHOOL DISTRICT NO. 316, GREENWAY SCHOOL DISTRICT**, hereinafter referred to as "**Greenway**", and **INDEPENDENT SCHOOL DISTRICT NO. 698, FLOODWOOD SCHOOL DISTRICT**, hereinafter referred to as "**FLOODWOOD**".

## **RECITALS**

The parties hereto recite and declare as follows:

- A. **Greenway and Floodwood** are public school districts created by and operating under the laws of the state of Minnesota.
- B. **Floodwood** desires to purchase and obtain certain professional services from **Greenway**: specifically, BUSINESS MANAGEMENT services (the position description is attached hereto as Exhibit A) and HUMAN RESOURCE DIRECTOR services.
- C. **Greenway** desires and agrees to provide the needed professional services to **Floodwood**, 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:**

### **I. DESCRIPTION OF WORK:**

**Greenway** shall provide to **Floodwood** the following services:

Business Management Services to the extent of the number of hours equal to approximately a .20 FTE position;

Human Resource Director Services as requested and pre-approved by the Floodwood Superintendent (time worked to be determined on an hourly basis);

### **II. PAYMENT:**

**Floodwood** shall pay to **Greenway** for the above services, as follows:

## **Business Management Services**

### **June 2026**

The sum of Two Thousand Six Hundred Ninety-One and 84/100<sup>th</sup> Dollars (\$2691.84) payable in July 2026.

### **July 1, 2026 through June 30, 2027**

The sum of Thirty Four Thousand Nine Hundred and 00/100ths Dollars (\$34,900.00) payable in semi-annual installments; January 2027 and June 2027. The salary, benefits and expenses above are estimated and final invoice will be generated at year-end reflecting actual expenditures.

All travel expenses to **Floodwood** are to be covered by **Floodwood**.

Additional time as needed beyond the .2 FTE will be billed at a rate of \$84.12 per hour, after prior approval from the Floodwood Superintendent.

## **Human Resource Director Services**

Billed at a rate of \$84.12 per hour, after prior approval from the Floodwood Superintendent.

## **III. PERSONNEL PERFORMING SERVICES:**

A. Personnel or employees of **Greenway** assigned by **Greenway** to perform the professional services described above shall be, during the term of this agreement, qualified and properly qualified to perform the duties and services contemplated and intended by this agreement. **Greenway** agrees that it shall provide the Superintendent of Floodwood with the identity and curriculum vitae of the person(s) it intends to assign to the performance of these services at the commencement of the fiscal year, and that every reasonable effort shall be made to provide continuity in the performance of these services throughout the school year. The parties shall meet and confer prior to any such assignment and must agree on the person(s) assigned by **Greenway** to perform the services.

**Greenway** agrees and represents that it shall have subjected any personnel assigned to perform services under this contract to both a criminal history and background check, and shall not assign anyone to perform services under this agreement who has any record or history which would have a negative bearing on that individual's ability to properly and safely perform the services contemplated by this agreement, or who might pose even the slightest risk to co-employees or students with whom he/she may come into contact.

B. **Greenway** assumes full responsibility for its employee/personnel providing services hereunder, and will make all deductions required of employers by state, federal and local laws, including deductions for PERA, social security and withholding taxes, and contributions for unemployment compensation; and shall maintain workers' compensation and liability insurance coverage for such employee.

C. **Greenway** shall not be permitted to subcontract any of the services to be provided hereunder to any other entity, without the express written consent of **Floodwood**.

#### **IV. RELATIONSHIP OF PARTIES:**

A. The parties intend that an independent contractor relationship be created by this contract. The overall conduct and control of the services performed under this agreement will lie with **Greenway**. However, **Greenway** agrees and represents that its employees/personnel shall perform said services in accordance with approved methods and procedures for such services and in conformity to federal and state law, rule and policy.

B. **Greenway** and its employees/personnel performing services under this contract are not to be considered as agents or employees of **Floodwood** for any purpose, and **Greenway's** personnel/employees will not be entitled to any benefits from **Floodwood** or to any of the benefits and rights which **Floodwood** provides its own employees.

#### **V. DURATION:**

A. This agreement will be in effect from June 9, 2026 through June 30, 2027, unless terminated by either district with a 60 day written notification, or modified by mutual consent of the parties of this Agreement.

#### **VI. COMPLIANCE WITH POLICIES AND PROCEDURES:**

A. **Greenway** agrees that its personnel/employee assigned to perform services under this contract shall fully comply with all policies and procedures of **Floodwood**, and will be subject to on-site, day-to-day direction of the superintendent of **Floodwood** relative to the performance of such services, so as to conform to the needs and mission of **Floodwood**. Any deficiency, failure, or refusal on the part of any employees of **Greenway** assigned to perform the services with regard to compliance with the policies and procedures of **Floodwood** and the directions of its site administrator or superintendent shall be both orally and in written form brought to the attention of the designated **Greenway** administrator having oversight responsibilities over said employee.

B. **Greenway** agrees that its employee 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. Further, the conduct and actions of any such employee, whether by omission or commission, shall not violate any of the policies and rules of **Greenway**; with any such violation of policy or rule to be considered also a violation of policy or rule of **Floodwood**.

C. **Greenway** agrees and represents that its employee will not perform any of the services contemplated and intended by this agreement after having used or consumed any alcoholic beverages, illegal drugs, or after misusing prescription drugs.

D. The parties agree that any violation or non-compliance by the employee assigned by **Greenway** to perform services under this agreement shall be dealt with by **Greenway**, and shall be subject to **Greenway's** collective bargaining agreement and disciplinary process. However, **Floodwood** shall have the right to request removal of any such employee from performing services under this agreement, and have the right to have another **Greenway** employee assigned to perform said services.

E. All written information, data, student records, personnel records and other data compiled or kept in conjunction with the services performed under this contract, or related thereto, will be subject to state and federal data practice laws and rules to the extent that each party to this contract complies with and safeguards its own data. Each party shall be responsible for its own wrongful acts with regard to the inappropriate or unlawful release of protected data, but shall be allowed and authorized to have access to each other's data to the extent necessary to perform services under this agreement.

## **VII. LIABILITIES AND INDEMNIFICATION:**

A. **Greenway** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees assigned to perform services under this agreement and arising directly or indirectly from the performance of those services. **Greenway** agrees that it shall hold **Floodwood** harmless from and for any claim or cause of action which might arise therefrom.

B. **Floodwood** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees. **Floodwood** agrees that it shall indemnify and hold **Greenway** harmless from and for any claim or cause of action which might arise therefrom.

## **VIII. DISPUTE RESOLUTION:**

The parties agree that any and all disputes arising out of this agreement shall be subject to binding arbitration through the Minnesota Bureau of Mediation Services, and shall be conducted in accordance with its procedures and rules. Under no circumstances, shall the arbitrator render a decision which is outside the parameters and the specific terms and provisions of this agreement.

## **IX. TERMS TO BE EXCLUSIVE:**

A. The entire agreement between the parties with respect to the services provided hereunder is contained in this agreement.

B. 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.

**X. WAIVER OR MODIFICATION OF TERMS.**

No waiver, alteration or modification any of the terms and provisions of this agreement shall be binding unless in written form and signed and executed by the authorized representatives of the parties hereto.

**"Floodwood":**

**INDEPENDENT SCHOOL DISTRICT NO. 698,  
Floodwood Schools,**

By \_\_\_\_\_  
Authorized Signature

Date \_\_\_\_\_

**"Greenway":**

**INDEPENDENT SCHOOL DISTRICT NO. 316,  
GREENWAY**

By \_\_\_\_\_  
Authorized Signature

Date \_\_\_\_\_

## **Business Manager**

FLSA Status: *Exempt*

### **General Definition of Work**

Prepares and enforces the budget, ensuring that regulations and procedures are followed, maintaining appropriate records and files, and related work as apparent or assigned. Work involves setting policies and goals under the direction of the Superintendent.

### **Essential Functions**

*The following functions are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.*

Directs, organizes and participates in district financial forecasting, accounting, budget preparation and control.

Provides fiscal and technical assistance to department heads, principals, directors, supervisors, School Board and staff.

Works collaboratively with the Human Resources department to effectively negotiate and manage relations with bargaining units.

Represents the District during presentations to community organizations.

Directs the preparation and completion of the audit process.

Develops accounting and finance policies and procedures.

Provides fiscal reports to the School Board and the public.

Advises and initiates recommendations to the Superintendent concerning the District's business affairs; prepares and submits reports as required or requested to the Superintendent.

Prepares statistical research for projects assisting in short and long range planning and decision making.

Performs other duties as assigned.

### **Knowledge, Skills and Abilities**

Comprehensive knowledge of general laws and administrative policies governing school district financial practices and procedures; comprehensive knowledge of the principles and practices of accounting and budgeting in school districts; ability to evaluate financial systems and efficiently formulate and install accounting methods, procedures, forms and records; ability to prepare informative financial reports; ability to plan, organize, direct and evaluate the work of subordinate employees; ability to establish and maintain effective working relationships with associates, governmental officials and the general public

### **Education and Experience**

Bachelor's degree with coursework in business administration, accounting, or related field and extensive experience working as a financial manager in the public sector, or equivalent combination of education and experience

### **Physical Requirements**

This work requires the occasional exertion of up to 10 pounds of force; work regularly requires speaking or hearing, frequently requires sitting and using hands to finger, handle or feel and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling, lifting and repetitive motions; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating machines and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

*Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*