

**Independent School District 555
Professional Services Master Contract**

This contract is between Independent School District 555 ("District") and Jane Marple, a Sole Proprietor, Address: 123 Hampshire Ln, St. Mary, MN 56093 ("Contractor").

Recitals

1. Under Minnesota Statutes §123B.02, the District is authorized to engage such assistance as deemed necessary.
2. The District performs personnel investigations into potential violations of District policy, and
3. Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the District.

Contract

1. Term of Contract; Survival of Terms; Incorporation of Exhibits:

- 1.1. **Effective Date:** This contract will be effective on the date that all required signatures are obtained by the District.
- 1.2. **Expiration Date:** This contract will expire on October 1, 2022, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 18. Data Disclosure.

2. Scope of Work

- 2.1. Contractor, who is not a District employee, will: perform personnel investigations at the request of District, interview relevant employees and persons regarding actions taken in violation of District policies #1000 - #1130, and provide District with detailed investigation results in written format.

3. Time

- 3.1. Contractor must comply with all time requirements described in each work order contract. In the performance of any work order contract, time is of the essence.

4. Consideration and Payment

- 4.1. District will pay for all services satisfactorily performed by Contractor for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed \$10,000.
- 4.2. State will promptly pay Contractor after Contractor presents an itemized invoice for the services actually performed and the District's Authorized Representative accepts the invoiced services.
- 4.3. No more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the District's Authorized Representative. The balance due will be paid when the Representative determines that Contractor has satisfactorily fulfilled all the terms of this contract.

5. Terms of Payment

- 5.1. All services provided by Contractor under a work order contract must be performed to the District's satisfaction, as determined at the sole discretion of the District's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Contractor will not receive payment for work found by the District to be unsatisfactory or performed in violation of federal, state, or local law.

6. Designation of Authorized Representatives and Project Managers**6.1.** The District's Authorized Representative will be:

Name/Title: Ann Owen, Human Resources Director
 Address: 123 Parkway Drive, Pigs Eye, MN 55555
 Telephone: 651-555-5555
 E-Mail: ann.owen@ids555.org

6.2. Contractor's Authorized Representative will be:

Name/Title: Jane Marple
 Address: 123 Hampshire Ln, St. Mary, MN 56093
 Telephone: 651-123-4567
 E-Mail: dogmom@marple.net

If Contractor's Authorized Representative changes at any time during this master contract, Contractor must immediately notify the District's Authorized Representative.

7. Assignment, Amendments, Waiver, Contract Complete, Electronic Records and Signatures

- 7.1. Assignment.** Contractor may neither assign nor transfer any rights or obligations under this master contract or any work order contract without the prior consent of the District and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this master contract, or their successors in office.
- 7.2. Amendments.** Any Amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office. No amendment or extension of this master contract will automatically apply to any work order contract previously entered into between the parties in which this master contract, or a portion thereof, has been incorporated by reference.
- 7.3. Waiver.** If the District fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or its right to enforce it.
- 7.4. Contract Complete.** This master contract and any work order contract contain all prior negotiations and agreements between the District and Contractor. No other understanding regarding this master contract or work order contract, whether written or oral, may be used to bind either party.
- 7.5. Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8. Indemnification

- 8.1.** In the performance of this master contract and any work order contract, by Contractor, or Contractor's agents or employees, and to the extent permitted by law, Contractor must indemnify, save, and hold the District, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by the District, to the extent caused by Contractor's: 1) intentional, willful, or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of the District's sole negligence. This clause will not be construed to bar any legal remedies Contractor may have for the District's failure to fulfill its obligation under this master contract or any work order contract.

9. Government Data Practices and Intellectual Property

- 9.1. Government Data Practices.** Contractor and the District must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the District under any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Contractor under the work order contract. The civil remedies of

Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either Contractor or the District. If Contractor receives a request to release the data referred to in this Clause, Contractor must immediately notify the District. The District will give Contractor instructions concerning the release of the data to the requesting party before the data is released.

10. Governing Law, Jurisdiction and Venue

- 10.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings arising out of this master contract and/or any work order contracts, or their breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Minnesota Statute §181.59

- 11.1. Contractor must comply with the provisions of Minnesota Statute §181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier, or vendor, will, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any Contract on account of race, creed, or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by State, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this master contract.

12. Data Disclosure

- 12.1. Under Minnesota Statutes §270C.65, Subdivision 3, and other applicable law, Contractor consents to disclosure of its social security number, federal employer tax identification number and/or Minnesota tax identification number to federal and state tax agencies and District personnel involved in the payment of District obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

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CONTRACTOR

Contractor certifies that the appropriate person(s) have executed the agreement on behalf of Contractor as required by applicable articles, bylaws or resolutions.

Signed: Jane Marple

Date: 8/30/2022

District 555 Superintendent

Signed: *Denzel Collins*

Date: 8/29/2022