

Ramsey County Elections
Agreement for Elections Teacher Liaison

This is an agreement between the Ramsey County Elections Office, (“County”) and (name of teacher or staff person), (address of teacher or staff person) (“Contractor”).

In consideration of the mutual terms and conditions set out below, the County and the Contractor agree as follows:

1. Scope of Services

The Contractor shall provide assistance to the Elections Office in recruitment, instruction, and evaluation of student election judges to be assigned by the Elections Office for the administration of elections in the County.

2 Term and Renewal

The term of this agreement shall be from September 4, 2018 through November 16, 2018. This agreement may be renewed for one year by mutual consent of the County and the Contractor, not to exceed four renewals.

3. Schedule

The Contractor shall provide services as follows:

- a. Recruit high school students who are at least 16 years of age and meet the requirements of the Minnesota election law to serve as student election judges in the County;
- b. Assist the County with the instruction and training in basic election laws and procedures to the student election judges;
- c. Assist the student election judges to fill out and submit all documents and time sheets required by the County;
- d. Assist the County with the assignment of student election judges to specific polling place or early voting locations;
- e. Assist the County in the recruitment, instruction and direction of students for various election day assignments at the Elections Office; and
- f. Assist the County to evaluate the performance of the student election judges and receive feedback from the student election judges for submission to the County.

4. Training in Election Laws and Procedures

The County will provide instruction to the teacher liaisons in basic election laws and procedures sufficient to permit the training of the students selected to serve as student election judges.

5. Cost/Payment

- a. The Contractor agrees to recruit and assist with the instruction of 15 or more student election judges during the term of this agreement to serve at the general election.
- b. The County shall pay the Contractor a maximum \$500 in the aggregate to defray the cost of time spent in the recruitment, instruction and support for any and all student election judges who are recruited and trained as provided in 4a, and who are subsequently appointed by the County to serve in an early voting location or a polling place for the general election.
- c. The County shall reduce the payment to the Contractor on a proportional basis if the Contractor recruits and trains fewer than 15 student election judges.
- d. A single payment shall be made to the Contractor by the County for services provided to the County. Payment shall be made within 30 days of the end date of this Agreement.
- e. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

6. Independent Contractor

It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of the Contractor to the County is that of an independent contractor who has entered into this Agreement with the County on a voluntary basis and not that of employee and that the Contractor shall be entitled to none of the rights, privileges or benefits of Ramsey County employees.

7. Indemnification

The Contractor shall defend, indemnify, and hold harmless the County, its officials and employees from damages, losses or injuries resulting directly or indirectly from the Contractor's acts or omissions while performing the services described in this Agreement.

8. Termination

The County may terminate this Agreement for any reason immediately upon written notice to the Contractor at the address set forth above. In the event of termination, the Contractor will be paid by the County on a proportional basis for all student election judges recruited, trained and ultimately assigned for service by the County.

9. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of this Agreement, and of the Contractor's records relating to this Agreement.

10. Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

11. Unavailability of Funding

The purchase of services from the Contractor under this Agreement is subject to the availability and provision of funding. The County may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of the Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to the Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

12. Subcontracting/Non-Assignability

The Contractor shall not subcontract services, assign any interest in this Agreement, or transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the County.

13. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined in the Ramsey County Respectful Workplace and Violence Prevention Policy, means words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or injury.

14. Interpretation of Agreement; Venue

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

15. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

16. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

WHEREFORE, the parties hereto have executed this Agreement on the last date written below.

RAMSEY COUNTY ELECTIONS

ELECTIONS TEACHER LIAISON

Date _____

Date _____

8-6-18