

AGREEMENT FOR SERVICES

This Agreement is made and entered into by and between Minnesota Girls Academy (hereinafter "MGA"), a subdivision company of Project Extreme with facility locations at PO Box 74, 501 North Main Street, Bricelyn, Minnesota 56014, and Southern Plains Educational Cooperative (hereinafter "SPEC"), 201 East 3rd Street, Fairmont, MN 56031.

WHEREAS, MGA is the legal entity responsible for the operation of Minnesota Girls Academy, a residential treatment facility located at PO Box 74, 501 North Main Street, Bricelyn, Minnesota 56014; and

WHEREAS, the SPEC is an educational cooperative duly qualified and capable of providing education and related services in accordance with applicable state and federal laws and in accordance with the terms and subject to the conditions of this Agreement; and

WHEREAS, the parties desire to enter into a service contract whereby the SPEC provides MGA with education and related services to the residents of Minnesota Girls Academy in accordance with the terms and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

1. Term: The term of this Agreement shall commence on August 1, 2016 and terminate on June 30, 2017, unless sooner terminated as provided herein. Thereafter, this Agreement will automatically be renewed for successive periods of one year unless terminated earlier in accordance with the terms of this Agreement.
2. Services: The SPEC shall provide educational staff and administrative consultation to meet the requirements of Minnesota Girls Academy resident students' education.
3. Forms: The SPEC shall provide to MGA, in connection with the services provided in Paragraph 2 above and any requirements within state and federal laws, rules and regulations.
4. Compensation for "Basic" services: The SPEC shall provide a full-time teacher which will constitute 194 days of instruction (174 school year and 20 summer days), training for the teacher, and substitute staff.

In addition, the costs will cover the costs associated with basic administrative and compliance reporting required by state and federal

laws including software for completing special education due process paperwork, software for reporting student information to the Minnesota Department of Education, required Minnesota Comprehensive Assessments and related costs.

Teacher contract at 204 days (including taxes, TRA, workers, compensation, and related costs)	\$64,191
Training costs which includes administrative oversight	\$2,380
Substitute costs	\$1,076
<u>Costs related to compliance requirements</u>	<u>\$838</u>
Total	\$68,488

5. Compensation for "As Needed" services: The SPEC shall be compensated for the services rendered under this Agreement, with the expectation that the hours of services listed will be the maximum number of hours required by the SPEC to render services during the term of this Agreement. To the extent additional service hours are necessary to adequately provide the services required by this Agreement, the SPEC will notify MGA prior to providing such services. The compensation and anticipated maximum hours of service are as follows:

<u>Service</u>	<u>Hourly Rate</u>	<u>Maximum Hours</u>
Administrative Consultation	\$98/hour	320
School Psychologist	\$63/hour	150
Occupational/Physical/Speech Therapy	\$63/hour	150
Other Related Services	\$58/hour	150

6. Payment Terms: The SPEC shall invoice MGA for services semi-annually. MGA agrees to pay all outstanding invoices within 15 days of receipt.
7. Access to Records: The SPEC shall have access to MGA and its premises at any time during normal business hours for the purpose of providing the services set forth in this Agreement and to participate in conferences regarding individual Minnesota Girls Academy resident students. MGA shall promptly provide the SPEC, upon oral or written request, access to and/or copies of, any records maintained by MGA which pertain to the Minnesota Girls Academy resident students served

by the SPEC. MGA shall also provide the SPEC with all progress reports, evaluation reports, and attendance reports, and other documents necessary for the performance of the SPEC's services pursuant to this Agreement.

8. Insurance

- a. The SPEC shall procure and maintain in effect during the entire term of this Agreement policies of insurance providing coverage against all claims, demands, liabilities and actions made by or on behalf of any person or persons, firm or corporation in any manner arising from, related to or connected with the performance of the SPEC's services hereunder, for injury to or death of one or more persons in any one occurrence in an amount of not less than \$1,500,000 and for damage to property in any one occurrence in an amount of not less than \$100,000. Prior to the commencement of the term hereof and from time to time during the term, upon the request of MGA, the SPEC, shall provide to MGA certificates of insurance evidencing the insurance coverage required to be maintained by the SPEC hereunder.
- b. MGA shall procure and maintain in effect during the entire term of this Agreement policies of insurance providing coverage against all claims, demands, liabilities and actions made by or on behalf of any person or persons, firm or corporation, in any manner arising from, related to or connected with MGA's obligations under this Agreement, for injury to or death of one or more person in any one occurrence in an amount of not less than \$1,500,000 and for damage to property in any one occurrence in an amount of not less than \$100,000. Prior to the commencement of the term hereof and from time to time during the term, upon the request of the SPEC, MGA shall provide to the SPEC certificates of insurance evidencing the insurance coverage required to be maintained by MGA hereunder.
- c. Both parties shall maintain workers' compensation insurance and shall name the other party as an additional insured on these policies.
- d. All insurance required to be maintained shall be effected by valid and enforceable policies issued by insurers of recognized responsibility. As applicable, the policies shall be written on an occurrence basis and not on a claims-made basis. The policies maintained by the SPEC shall, to the extent obtainable, name MGA as an additional insured. The policies maintained by MGA shall, to the extent obtainable, name the SPEC as an additional insured.

9. Indemnification: MGA agrees to hold the SPEC harmless and indemnify the SPEC from and against all claims, liabilities and damages by third parties which arise as a result of the negligent actions or omissions and intentional acts or omissions of the SPEC or its officers, agents, employees or representatives while carrying out the terms of this Agreement. MGA shall not pay or settle any claims or judgments arising out of such negligence or intentional acts of the officer, agents, employees or representatives, except as otherwise required by law, without approval of its insurer or the SPEC in writing and shall immediately provide notice of all claims or suits to the SPEC.

SPEC agrees to hold the MGA harmless and indemnify the MGA from and against all claims, liabilities and damages by third parties which arise as a result of the negligent actions or omissions and intentional acts or omissions of the MGA or its officers, agents, employees or representatives while carrying out the terms of this Agreement. SPEC shall not pay or settle any claims or judgments arising out of such negligence or intentional acts of the officer, agents, employees or representatives, except as otherwise required by law, without approval of its insurer or the MGA in writing and shall immediately provide notice of all claims or suits to the MGA.

10. Relationship of Parties: The SPEC is retained under this Agreement as an independent contractor. The SPEC and its staff members shall not be deemed in any way to be an agent or employee of MGA, and the SPEC agrees that the SPEC shall have the sole responsibility and duty to control the educational staff members provided by the SPEC and shall discipline, discharge or replace any staff members violating rules of conduct or not meeting qualifications for the provision of services satisfactory to MGA. The SPEC shall be free to administer its obligations and duties under this Agreement without any interference from MGA and in such manner as the SPEC deems appropriate during the entire term of this Agreement; provided that the SPEC shall at all times render all such services in accordance with the terms of this Agreement and all applicable laws, rules, regulations, licenses and standards. The SPEC shall at all times during the term hereof promptly notify MGA of any inappropriate action taken by any of the SPEC's educational staff at the Site, if the inappropriate action may lead to disciplinary action. MGA acknowledges and agrees that the methods and procedures used by the SPEC are within the discretion of the SPEC as long as said policies and procedures are consistent with all appropriate laws and regulations. Should MGA deem there to be an issue regarding the SPEC's compliance with applicable state and federal rules and regulations, MGA shall notify the SPEC and take such other appropriate actions under MGA's statutory duties.

11. Default: Either party shall be in default in the event it (a) makes an assignment for the benefit of creditors; (b) files a petition in bankruptcy

or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or any insolvency act of any state or voluntarily takes advantage of any such law or act by answer or otherwise, or is dissolved; (c) has involuntary proceedings under any bankruptcy law or insolvency act instituted against it or a receiver or trustee is appointed for all or substantially all of its property or business or its interest under this Agreement, and such proceedings are not dismissed or such receivership or trusteeship vacated within 60 days after institution or appointment; or (d) fails in any manner to observe or perform any term, provision, covenant or condition of this Agreement within ten (10) days of the non-breaching party's notice of breach or delinquency thereof. However, for a breach or delinquency which requires more than ten (10) days to cure, the time period for cure shall be extended, provided the breaching party undertakes immediate cure and pursues diligently to completion. In the event either party defaults, the non-defaulting party may, at any time, prior to the defaulting party curing such default, elect to terminate this Agreement on a date selected by the non-defaulting party (which date must be consistent with the time period set forth in this Agreement) and/or to pursue all rights and remedies under this Agreement and under the laws of the State of Minnesota.

12. Termination: This Agreement may be terminated (a) June 30, 2017; (b) upon either party's default, in the event the non-defaulting party elects pursuant to Section 10; (c) upon any termination date set forth in a written notice given to the SPEC by MGA or to MGA by the SPEC, provided such termination date is at least 45 business days after the date of service of such notice; or (d) upon mutual written agreement of the parties hereto. MGA's obligation to pay all amounts owing hereunder shall survive termination of this Agreement.
13. Non-Compete: MGA agrees not to offer employment to any employee of the SPEC assigned to MGA during the term of this Agreement absent a written agreement between the parties.
14. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. MGA and the SPEC understand and agree that in providing educational programming and services, they are subject to the requirements set forth in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.
15. Waiver: Failure of either party to insist upon the strict performance of any of the covenants or conditions of this Agreement or to exercise any right or option conferred herein in one or more instances shall not be construed as a waiver or a relinquishment of any such covenant, condition, right or option, but the same shall remain in full force and effect. The doing by

either party of any act or thing which it is not obligated to do hereunder shall not be deemed to impose any obligation upon it to do any such act or thing in the future or in any way change or alter any provision of this Agreement.

16. Severability: In the event that any provision of this Agreement or the application thereof to either party or any circumstance is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement and parts of any provision held to be partially invalid and its application shall not be affected thereby and shall be enforced to the fullest extent permissible by law.
17. Time is of the Essence: The parties agree that time is of the essence in the performance of the obligations contained herein.
18. Amendment: This Agreement constitutes the entire agreement between the parties hereto. No change, amendment or modification to this Agreement shall be effective unless it is in writing and signed by the parties hereto.
19. Binding Effect: This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns.
20. Notices: All notices and demands given or required to be given hereunder shall be in writing and sent by the United States Mail, postage prepaid, at their respective addresses set forth below or at such other address as may be specified by written notice to the other party. Date of service of such notice or demand shall be the date on which such notice or demand is deposited in the post office or postal mailbox of the United States Post Office Department. Unless otherwise provided by the parties hereto, all notices or other communications to each of them shall be addressed as follows:

To the SPEC
Sarah Mittelstadt
Executive Director
Southern Plains Education Cooperative
201 East Third Street
Fairmont, MN 56031

To MGA
Kristen Nosti
Minnesota Girls Academy
Attention: Director
PO Box 74
Bricelyn, MN 56014

21. Headings: The headings of this Agreement have been inserted for convenient reference only and shall be ignored in its construction.
22. Access to Information: Upon request, the SPEC shall provide copies of all information concerning the services to be provided hereunder reasonably requested from time to time by MGA and applicable government agencies consistent with the SPEC's obligations for privacy and shall

cooperate with MGA and such agencies and departments in carrying out inspections and investigations.

23. Ownership of Work Product: All innovations, improvements, developments, methods, designs, analyses, reports and all similar or related information, and all existing or further products or services, which are conceived, developed or made by the CONSULANT while providing educational programming and services hereunder (collectively "work product") shall, as between MGA and the SPEC, be the sole and exclusive property of the SPEC.
24. Counterparts: This Agreement may be executed in counterparts and multiple originals, all of which shall constitute one and the same instrument.
25. Assignments: Neither party to this Agreement shall have the right to assign any rights hereunder or to delegate or subcontract any of the duties set forth herein without the prior written consent of the other party hereto obtained in each such instance, such consent not to be unreasonably delayed or withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

MINNESOTA GIRLS ACADEMY

Dated: July 21, 2016

By: Kristen Nosti
Kristen Nosti, Director

SOUTHERN PLAINS EDUCATIONAL
COOPERATIVE

Dated: _____, 2016

By: _____
Board President

Dated: 7-25, 2016

By: Sarah Mittelstadt
Sarah Mittelstadt,
Executive Director