

## **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 a facility located at PO Box 74, 501 North Main Street, Bricelyn, Minnesota 56014, and Southern Plains Education Cooperative (hereinafter "SPEC"), 201 East Third Street, Fairmont, Minnesota 56201.

WHEREAS, MGA operates, a residential treatment facility located at PO Box 74, 501 North Main Street, Bricelyn, Minnesota 56014; and

WHEREAS, students are placed at MGA for care and treatment by various entities; and

WHEREAS, MGA is geographically located within the boundaries of United South Central (hereinafter "USC");

WHEREAS, USC has a joint powers agreement with SPEC for services, including an Area Learning Center;

and

WHEREAS, Minnesota Statutes 125A.515, subd. 3a, provides that USC may not provide education services to a student who (1) is not a resident of Minnesota; (2) does not have an individualized education program; and (3) does not have a tuition arrangement or agreement to pay the cost of education from the placing authority; and

WHEREAS, this Agreement shall constitute the tuition arrangement for MGA to pay the cost of education for students placed in its program that are not residents of Minnesota and do not have an individualized education program at the Southern Plains Education Cooperative Area Learning Center.

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 September 1, 2017 and terminate on June 30, 2018, 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. Evaluation: MGA students will be screened for educational and safety issues within the first three days of the student's placement pursuant to Minnesota Statutes 125A.515, subd. 4. USC will conduct the screenings either at USC or with SPEC Alternative Program. MGA

agrees to provide its assistance and all necessary information as requested USC and SPEC in the performance of the screening

3. Tuition. MGA agrees to pay the tuition rate of Sixty-five Dollars (\$65.00) per day to SPEC for any MGA student who is not a resident of Minnesota and does not have an individualized education program that attends the Area Learning Center.
4. Payment Terms: SPEC shall invoice MGA for tuition by the 20<sup>th</sup> of the month following the provision of educational services. MGA agrees to pay each invoice within 15 days of receipt thereof.
5. Access to Records: MGA shall promptly provide to SPEC, upon oral or written request, access to and/or copies of, any records maintained by MGA which pertain to those Minnesota Girls Academy resident students who are enrolled in and attending SPEC. MGA shall also provide SPEC with all progress reports, evaluation reports, and attendance reports, and other documents necessary for the performance of SPEC's services pursuant to this Agreement.
6. Insurance
  - a. 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 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 SPEC, MGA shall provide to 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 SPEC shall name MGA as an additional insured. The policies maintained by MGA shall name the SPEC as an additional insured.
7. Indemnification: MGA agrees to hold SPEC harmless and indemnify 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 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 SPEC in writing and shall immediately provide notice of all claims or suits to SPEC.
8. Relationship of Parties: SPEC is retained under this Agreement as an independent contractor. SPEC and its staff members shall not be deemed in any way to be an agent or employee of MGA. SPEC shall have the sole responsibility and duty to control the educational staff members provided by SPEC and shall discipline, discharge or replace any staff members violating rules of conduct or not meeting qualifications for the provision of services. SPEC shall be free to administer its obligations and duties under this Agreement without any interference from MGA and in such manner as SPEC deems appropriate during the entire term of this Agreement; provided that 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.
9. 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.

10. Termination: This Agreement may be terminated (a) June 30, 2018; (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 SPEC by MGA or to MGA by SPEC, with or without cause, 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.
11. Non-Compete: MGA agrees not to offer employment to any employee of SPEC who provides educational programming to or for a MGA student during the term of this Agreement absent a written agreement between the parties.
12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. MGA and SPEC understand and agree that in providing evaluation and educational programming 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.
13. 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.

14. 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.
15. 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.
16. Binding Effect: This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns.
17. 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 SPEC  
 Sarah Mittelstadt  
 Executive Director  
 Southern Plains Education Cooperative  
 201 E Third Street  
 Fairmont, MN 56031

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

18. Headings: The headings of this Agreement have been inserted for convenient reference only and shall be ignored in its construction.
19. Access to Information: Upon request, 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 SPEC's obligations for privacy and shall cooperate with MGA and such agencies and departments in carrying out inspections and investigations.
20. Counterparts: This Agreement may be executed in counterparts and multiple originals, all of which shall constitute one and the same instrument.

21. 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: \_\_\_\_\_, 2017

By: \_\_\_\_\_  
Kristen Nosti, Director

SOUTHERN PLAINS EDUCATION  
COOPERATIVE

Dated: \_\_\_\_\_, 2017

By: \_\_\_\_\_  
Board President

Dated: \_\_\_\_\_, 2017

By: \_\_\_\_\_  
Sarah Mittelstadt, Executive  
Director