

AGREEMENT FOR PROVIDED SERVICES

This Agreement for Provided Services (the "Agreement") is entered into this ____ day of February, 2025 (the "Effective Date") by and between Northland Community Schools Independent School District No. 118 ("Northland") and Hill City Independent School District No. 2 ("Hill City"). Northland and Hill City are referred to herein as a "Party" and collectively as the "Parties."

1. Nature and Purpose. Northland and Hill City agree that the purpose of this Agreement is to outline the Parties obligations and responsibilities with regard to the purchase of services.
2. Term. The Term of this Agreement shall be for the 2025-2026 school year as set forth pursuant to Hill City's schedule, unless earlier terminated as set forth in this Agreement.
3. Services. Hill City employs a Licensed English as a Second Language Teacher (ESL), and the Licensed ESL teacher will provide services to Northland under this Agreement during the times agreed upon during the school day. Hill City shall be responsible for all employment-related benefits and related taxes for any individual providing ESL teacher services to Northland. Hill City agrees that the Licensed ESL teacher services shall comply with all policies and procedures of Northland.
4. Payment of Services. Northland shall pay to Hill City for the aforementioned services, as follows:

Hill City shall calculate its total costs for its Licensed ESL teacher for this agreement and Northland shall pay to Hill City the total cost of the ESL teachers time spent at Northland Hill City will bill Northland quarterly for the cost of services. Approximate cost to Northland for services provided for the 25/26 school year, including salary, benefits and some amount for training is estimated to be \$26,116.20 for school year 2025-2026. This number is the cost of 0.33 FTE of Hill City's employed ESL teacher.

5. Northland Obligations.
 - a. Northland will make payments to Hill City as set forth in this Agreement.
 - b. Northland will provide the necessary supplies, equipment, support services, and support staff necessary to allow the Licensed ESL teacher supplied by Hill City to provide the services set forth herein.
 - c. Northland is responsible for the control and supervision of the means by which the services are to be completed.
 - d. Northland agrees to provide a minimum of \$2,000,000 per occurrence in general liability insurance for Hill City staff assigned to provide services in conjunction with this Agreement. Hill City shall be named as an additional insured on Northland's insurance policy.
6. Hill City Obligations. Hill City will provide the services of a properly Licensed ESL teacher as set forth in this Agreement.

7. Duration/Termination.

- a. This Agreement shall commence on July 1, 2026, for an initial term of one year and shall then automatically renew for additional one year terms (July 1 to June 30) at the beginning of each new fiscal year (July 1) thereafter, unless either party gives written notice to the other party to terminate this Agreement in accordance with the following paragraphs.
- b. Either party may opt-out-of or terminate this Agreement by providing the other party with written notice of intent to do so by no later than April 30th for the Agreement to be terminated effective on June 30th of that year. If said written notice is not provided on or before April 30th then this Agreement shall automatically continue and be in full force and effect for the next fiscal year (July 1 to June 30).
- c. If there is a change in employment status of the shared Licensed ESL teacher that would prevent the continuation of this sharing agreement, Hill City reserves the right to review and/or terminate this agreement as dictated by the date of employment change, providing as much notice as possible to Northland. In this case, Northland will not be billed for services not provided.

8. Relationship of the Parties. Each Party is an independent entity under the terms of this Agreement. No Party shall have any right, power, or authority to act or create any obligation on behalf of the other Party.

9. Indemnification. Northland shall indemnify, defend, and hold harmless Hill City and the Hill City's employees, officers, directors, board members, successors and assigns from and against any and all losses, claims, damages, liabilities, workers' compensation payments and/or benefits, costs, and expenses (including reasonable attorneys' fees and costs) related to, resulting from, or arising out of the performance of the services as set forth in this Agreement. In the event the Licensed ESL teacher provided by Hill City is injured in the course and scope of his/her duties while performing the services pursuant to this Agreement, Northland agrees to reimburse Hill City for any and all workers' compensation benefits paid to, or on behalf of, the Employee, including any increase in workers' compensation premiums attributable to any injury.

10. General Terms and Conditions.

- a. Notices. All notices and invoices related to this Agreement shall be in writing and delivered in person or sent to the respective Parties at the addresses set forth below. Notice will be deemed to have been given: (a) when delivered in person during normal business hours; (b) upon confirmation of receipt when transmitted by facsimile or electronic mail; (c) upon receipt when sent by registered or certified mail, postage prepaid; or (d) on the date of receipt if transmitted by national overnight courier with confirmation of delivery.

- i. To Northland:
Northland Community Schools ISD No. 118
Attn: Superintendent
316 Main Street East

Remer, MN 56672

ii. To Hill City:
Hill City ISD No. 2
Attn: Superintendent
500 West Ione Avenue
Hill City, MN 55748

- b. Governing Law, Jurisdiction, and Attorneys' Fees. This Agreement shall be interpreted and construed in accordance with the laws of the State of Minnesota, without regard to any conflict of laws principles. Any dispute arising out of this Agreement shall be adjudicated in a Minnesota court of competent jurisdiction. In any action or proceeding to enforce any Parties' rights under this Agreement, the prevailing Party shall be entitled to recover costs and reasonable attorneys' fees from any non-prevailing Party.
- c. Assignment. No Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement without the prior written consent from the other Party.
- d. Limitation of Liability. THE ENTIRE LIABILITY OF HILL CITY OF WHATEVER NATURE ARISING OUT OF, RELATING TO, ARISING FROM, AND/OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO ANY AMOUNTS PAID TO HILL CITY DURING THE THREE (3) MONTH PERIOD PRIOR TO WHICH THE EVENT OR ACTION GIVING RISE TO A CLAIM OCCURS. IN NO EVENT SHALL HILL CITY BE LIABLE TO NORTHLAND FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR DAMAGES RELATED TO LOST TIME, SAVINGS, PROPERTY, DATA, PROFITS, OR GOODWILL, WHICH MAY ARISE OUT OF, RELATE TO, ARISE FROM, AND/OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGE OCCURRING OR WHETHER CLAIMS ARE BASED, OR REMEDIES ARE SOUGHT, IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY, OR OTHERWISE.
- e. Binding Effect. The individuals signing this Agreement hereby represent and warrant that they are authorized to execute this Agreement on behalf of their respective organizations. This Agreement shall bind and insure to the benefit of the Parties and their respective successors, representatives, and permitted assigns.
- f. No Waiver; Severability. The failure by any Party to enforce, at any time, any of the provisions of this Agreement shall not constitute a waiver of such provision and shall not in any way affect the validity of this Agreement or any part thereof or the right of any of the Parties thereafter to enforce the provisions hereof. The provisions of this Agreement are severable, and any provision of this Agreement

that is determined to be void or unenforceable shall not affect the enforceability of the remaining provisions herein, and the remaining provisions shall be enforced as if the Agreement was originally written without the invalid provision.

- g. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever or by reason of this Agreement.

- h. Amendment. No modification, change, or amendment to this Agreement shall be effective unless in writing and signed by both Parties.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date hereof.

Northland Community Schools
Independent School District No. 118

By _____
Its Superintendent
Printed Name _____

Hill City Independent School District No. 2

By _____
Its Superintendent
Printed Name _____