

**SPACE USE AGREEMENT  
BETWEEN  
INDEPENDENT SCHOOL DISTRICT NO.316  
AND  
CHILDREN'S MENTAL HEALTH (REACH)**

The Agreement is entered into by and between Independent School District No. 316, Greenway School District, and Children's Mental Health (REACH PROGRAM).

1. **Purpose:** Children's Mental Health will provide REACH programming at the Greenway High School and/or Vandyke Elementary for students in grades Pre K-8, pursuant to the terms and conditions set forth in this Agreement.
2. **Program:** Children's Mental Health agrees to the following:
  - a. CHILDREN'S MENTAL HEALTH shall provide REACH programming during the summer only. Reach is an intensive eight week rehabilitative skill based summer program providing therapeutic and fun activities in a group setting. Children are grouped by age and location and guided by Licensed Mental Health Professional and Mental Health Practitioners in activities designed to build needed skills in self-management and interpersonal relationships.
  - b. Priority for admission to the Program shall be: (1) first priority shall be given to students who attend Greenway Schools; (2) second priority shall be given to students who reside in the Greenway School District; and (3) third priority shall be given to students who reside outside the Greenway School District.
  - c. The CHILDREN'S MENTAL HEALTH shall meet with the building administrators at least one time per year for the purpose of collaboration, discussion, feedback, and evaluation regarding the CHILDREN'S MENTAL HEALTH Program.
3. **Facility Space**
  - a. Independent School District No. 316 agrees to the following:
    - i. The District will provide appropriate space within the district buildings for CHILDREN'S MENTAL HEALTH REACH programming to run sufficiently.
    - ii. The District will allow the CHILDREN'S MENTAL HEALTH to bring in supplies and equipment to adequately support the CHILDREN'S MENTAL HEALTH REACH programming.
    - iii. Location of the space is subject to annual review and approval by the school district.
    - iv. The District will allow the CHILDREN'S MENTAL HEALTH use of common areas such as gymnasiums, cafeteria, playground, tunnel, and parking areas. The gymnasium and cafeteria use must be reserved if available, according to space reservation guidelines.

- v. The District will provide customary custodial services to the space used by the REACH. If additional custodial costs are incurred by the district for cleaning or maintenance outside of the normal routine due to REACH activities, ISD 316 will bill CMH for these expenses.

b. CHILDREN'S MENTAL HEALTH agrees to the following:

- i. The use of the space shall be for the purpose of providing a CHILDREN'S MENTAL HEALTH REACH program and for use reasonably related to the mission and operations of the CHILDREN'S MENTAL HEALTH REACH PROGRAM.
- ii. Any changes happening within the assigned space will be discussed ahead of time with the building administrators for approval.
- iii. CHILDREN'S MENTAL HEALTH REACH PROGRAM will perform customary daily housekeeping (i.e. returning furniture, and supplies to proper location, properly disposing of trash, and cleaning spills) so as to leave the premises in substantially the same condition at the beginning and end of each day.

4. **Security**

- a. The CHILDREN'S MENTAL HEALTH will comply with all School District security measures and plans applicable to the school building.

5. **Fees**

- a. CHILDREN'S MENTAL HEALTH REACH program will not be charged by the School District for the use of the agreed upon space.

6. **Utilities/Service**

- a. The School District shall pay for all utilities and services related to the use of the Program space, including but not limited to electricity, gas, water, and garbage services. Also the School District shall (1) provide the CHILDREN'S MENTAL HEALTH REACH program wireless internet access;

7. **Term**

- a. The term of the agreement is June 2, 2025 to July 25, 2025.

8. **Employees**

- a. All agents and employees of CHILDREN'S MENTAL HEALTH shall be under the exclusive management and control of CHILDREN'S MENTAL HEALTH.
- b. CHILDREN'S MENTAL HEALTH shall conduct criminal background checks on its applicants/employees, contractors, subcontractors or volunteers in compliance with applicable state and federal law.

**9. Compliance with Law**

- a. CHILDREN'S MENTAL HEALTH will comply with all applicable state, federal, and local laws and regulations, and with all applicable School District policies. CHILDREN'S MENTAL HEALTH shall maintain all necessary licenses in order to operate its Program on School District premises.

10. **Discrimination Prohibited:** No person shall, on the basis of race, color, religion, age, gender, sexual orientation, disability, marital status, public assistance status, creed, or natural origin, be excluded from full employment rights or benefits, nor shall any person be subjected to discrimination related to any services or privilege offered by the CHILDREN'S MENTAL HEALTH Program on School District premises.

11. **Hold Harmless/Indemnifications:** CHILDREN'S MENTAL HEALTH shall indemnify, hold harmless, and release the School District, its current and former officers, agents, employees, and Board members from any and all claims, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising from or in connection with the use of the School District premise or the operation of the CHILDREN'S MENTAL HEALTH Program, except claims arising out of the conduct or negligence of School District employees acting in the course of their employment for the benefit of the School District.

**12. Insurance:**

- a. Liability Insurance: CHILDREN'S MENTAL HEALTH shall obtain and maintain in force during the term of this Agreement general liability and professional liability policies with per occurrence limits not less than \$1,000,000 and a general aggregate per policy of not less than \$2,000,000. The School District must be named as an additional insured on such policies.
- b. Workers' Compensation Insurance: During the term of this Agreement, CHILDREN'S MENTAL HEALTH shall comply with all applicable law with respect to obtaining and maintaining workers' compensation insurance.
- c. Certificates of Insurance: CHILDREN'S MENTAL HEALTH shall provide the School District with Certificates of Insurance evidencing all coverage's, limits and endorsements required above on an annual basis.

13. **Notice:** Any notice or communication required by this Agreement shall be in writing and either served personally or by U.S. mail as follows:

SCHOOL DISTRICT:      Randi Jurgansen, Business Manager  
ISD 316  
PO Box 227  
Coleraine, MN 55722

CHILDREN'S MENTAL HEALTH:

Tom Potter  
Children's Mental Health  
35382 US Hwy. 2 West  
Grand Rapids, MN 55744

- 14. Modification to this Agreement:** Any modifications or waivers of the provisions of this Agreement shall be valid only if they are in writing, signed by authorized representatives of the School District and the CHILDREN'S MENTAL HEALTH, and attached to the original of this Agreement.

This Contract may be terminated prior to the ending dates by means of the following mechanisms:

1. Mutual agreement by the contracting parties, with a minimum of a 60-day notice.
2. Either Party may, at its option, terminate this Agreement in the event of unsatisfactory performance or a material breach by the other Party. Such termination must be effected by a written notice to the breaching Party, specifically identifying the unsatisfactory performance or breaches on which such notice of termination is based. The breaching Party will have a right to cure such unsatisfactory performance or breaches within 60 days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such 60 day period.

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DISTRICT 316 REPRESENTATIVE

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CHILDREN'S MENTAL HEALTH CHIEF  
EXECUTIVE OFFICER

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DATE

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DATE