

AGREEMENT TO PURCHASE EDUCATION SERVICES by  
*Rushford-Peterson District # 239*

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the School Board of Independent School District No. 239, Rushford-Peterson School District, Rushford, Minnesota, a public school corporation of the State of Minnesota, hereinafter known as "School District", and the Hiawatha Valley Education District, hereinafter known as "HVED".

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the School District and HVED agree as follows:

Section 1. Purpose: The purpose of the Agreement is to enter into a contract for services between the School District and HVED for any services not defined as Basic Services. This notice also serves as notification of the amount of revenue to be billed to the Member District for services provided to Member Districts of HVED.

Section 2. Purchase of Services:

*Subsection 1. Services Available for Purchase:* HVED provides direct mandated services or assists School District staff in providing mandated services to the School District's special education students. HVED provides the Total Special Education System Plan for all members. To complement members' teaching services, psychological services, occupational therapy, physical therapy, other health impaired, SpEd Coordinators, and technical assistance in these areas is available. These services are labeled "Basic Services". Members may contract for additional student or administrative services individually.

*Subsection 2. Employment of Qualified Staff:* HVED will employ appropriately qualified and licensed staff to provide the services purchased under this Agreement. HVED will be deemed to be the employer of the staff for all purposes, including, but not limited to hiring, evaluation, termination and placement on layoff or unrequested leave of absence. Staff will be compensated pursuant to applicable HVED collective bargaining agreements and policies. The employees will meet the job requirements and functions as agreed by a majority of member districts and described in job descriptions.

*Subsection 3. Program Location:* HVED will provide the space for the programs and positions and will receive reimbursement for all costs specified in the budget.

*Subsection 4. Administrative Support:* HVED will provide supervision, office space, payroll, in-service, and other administrative support for these positions. HVED agrees to maintain appropriate records, statistical documentation, and employment records to meet employer obligations.

*Subsection 5. Administrative Services:* HVED will provide administrative services including state reports, conducting interagency meetings, and providing payment for services contracted from other entities.

*Subsection 6. Services Purchased:* The School District will purchase Basic Services from HVED. Service time provided to this district will be approximately equivalent to the 2016-2017 School District Pupil Units as reported by the Minnesota Department of Education.

Section 3. Payment for Services: For the 2018-2019 school year, the School District will pay \$155,441.33. This amount will provide payment for wages and benefits for employed special education personnel, for a Third Party Billing Coordinator, and overhead expense not covered by indirect cost. This amount also covers any additional services requested by the School District based on its individual need. Adjustments will be made at the end of the year to accommodate changes in salary or personnel, as well as fees to cover extended school year costs.

Services will be purchased as a total package. Payment for the services will be made in monthly installments. Fees for subsequent school years will be determined at a later date.

In addition to the above charges, HVED will receive, from the State Department, state aid adjustments to cover the excess costs of any student placed in an HVED program, e.g. Behavior, ASD, Early Childhood Special Education, and Area Learning Centers. Any adjustments due member districts determined after MDE has noted payments to HVED will be returned to each member district in a timely manner, determined by the Superintendents' Advisory Council.

Section 4. Duty to Cooperate: HVED and the School District agree to cooperate to maximize the effectiveness and insure that satisfactory services are provided to students. Advisory Councils, including principals and superintendents from each of the member districts, will meet regularly to review the services and suggest changes and improvement to the HVED Board.

Section 5. Dispute Resolution: In the event the School District does not agree with the cost of services submitted by HVED for 2018-2019 and subsequent school years, the matter shall be reviewed at a joint meeting of the HVED and School District Administrators appointed by each School Board. If the matter is not resolved at such a joint meeting, the matter shall then be submitted to a neutral arbitrator selected by mutual consent of the School Boards. In the event the boards are unable to agree within 15 days after the request of one of the districts for an arbitrator, an arbitrator will be selected by alternately striking names from a list of seven names to be requested from the Public Employment Relations Board's arbitration list. A toss of the coin shall determine the order in which the Boards exercise their right to strike names from said list. Such arbitrator, unless agreed to by the Boards, shall not be a resident or voter of either district. The decision of the arbitrator shall be final.

Section 6. Duration and Termination of Agreement:

*Subsection 1. Duration:* This Agreement will be effective for an initial period from July 1, 2018 through June 30, 2019 for any service purchased that is **not defined** as a Basic Service. This Agreement may not be terminated for any reason prior to the expiration of the initial term without the approval of the HVED Board and the School District Board, as evidenced by the passage of an appropriate resolution in accordance with any and all state statutes that govern Education Districts in the state of Minnesota.

*Subsection 2:* If any member district or agency contracting or subcontracting for services **other than those defined as basic services** wishes to discontinue such contract or subcontract, it may do so if written notice is received at HVED by March 1 of the current fiscal year. Such contract or subcontract termination shall become effective on June 30 of that fiscal year in which written notice is received.

Section 7. Amendments: No amendments shall be made to this Agreement except in writing signed by the Chair and Executive Director of the HVED and the School District's Chair and Superintendent, and approved by the respective Boards.

THEREFORE, this Agreement was entered into on the date indicated above.

HIAWATHA VALLEY EDUCATION DISTRICT

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Executive Director

INDEPENDENT SCHOOL DISTRICT #239

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Superintendent