

# Strategic Staffing Solutions

## Service Agreement

THIS AGREEMENT made and entered in this **April 22<sup>nd</sup>, 2021** by and between **Strategic Staffing Solutions, PO Box 276, Mount Pleasant, SC 29466**, hereinafter referred to as the **Provider** and **Nova Classical Academy, 1455 Victoria Way, St. Paul, MN 55102** hereinafter referred to as **LEA**. The **Provider** will act as an independent contractor in the performance of all duties under this agreement.

### Witnessed:

#### I **The LEA, hereby agrees to:**

- A provide access to appropriate records for the purpose of determining individual needs.
- B pay the **Provider** at the rate of **\$67.00 per hour** for agreed upon DAPE services from **July 1<sup>st</sup>, 2021 through June 30<sup>th</sup>, 2022**. Total expenditure by the **LEA** for the 2021-2022 School Year is estimated to be **\$9648.00**, based on an estimate of **144 total school year hours**. If additional service hours are requested by the **LEA** during the agreement period, the estimated expenditure will increase. Terms are DUE WITHIN 30 DAYS OF RECEIPT.
- C to hold all provisions of this agreement in confidence and to refrain from disclosing any of such provisions to any third party unless already publicly known or unless such disclosure is required by law.
- D Notwithstanding any other provision in this contract, the **LEA** remains responsible for ensuring that any service provided pursuant to this agreement complies with all pertinent provisions of federal, state, and local laws, rules and regulations.

#### II **The Licensed DAPE Teacher hereby agrees to:**

- A provide appropriate services to students identified.
- B consult with the Director of Special Education, Special Education Team, and Principal, as appropriate, to ensure programs are carried out correctly
- C submit an authorized monthly accounting of the activities of the DAPE Teacher to the Director of Special Education detailing the dates covered by the billing, the number of hours of services provide, and the amount of the billing on the last calendar day of the month which the billing dates cover.
- D maintain appropriate licensure through the MN Department of Education or applicable governing agency.

**III The LEA and the Provider hereby mutually agree:**

- A either party may terminate this agreement, with or without cause, with thirty (30) days written notice to the other Party. In the event of such termination, the **Provider** shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by the **LEA** in its sole discretion, for work or services satisfactorily performed prior to the termination date. In no event shall the **Provider** be paid for work performed or costs incurred after the termination date, or for unnecessary costs incurred by suppliers or subcontractors which reasonably could have been avoided.
- B that any modifications to this agreement must be written and signed by both parties. If collection activities are necessary, the **LEA** agrees to pay all the expenses thereof, including reasonable attorney's fees. The **LEA** consents to the jurisdiction of the courts of Ramsey County and the State of Minnesota and agrees that its laws shall govern our relationship.
- C If the maximum expenditure is reached without prior written approval from both parties, the provider does so at its own risk and expense.
- D the services provided are specially designed instruction, at no cost to the parents, to meet the unique needs of a student with a disability or related services in order for a child with a disability to benefit from specially designed instruction.

**IV Term of Agreement:**

This agreement is entered into the aforementioned date and shall remain in force and is mutually binding upon the parties hereto from the period of **July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2022** unless sooner amended or terminated by either party in writing with a thirty-day advanced notice.

**V Non-Competition:**

The **LEA** acknowledges that the contracted employees provided by the **Provider** are under the engagement of the **Provider** and as such cannot be hired directly or contracted directly for a period of twelve (12) months after the termination of this agreement.

**VI Nondiscrimination:**

The parties hereto acknowledge that nothing in this agreement shall be construed to permit discrimination based on race, color, national origin, handicap, religion, age, sex, or any other characteristic protected by law Title VI of the Civil Rights Act of 1964, as amended, or any other federal laws. Further, Section 504 of the Rehabilitation Act of 1973, and the American Disabilities Act require that no otherwise qualified individual with a handicap shall solely by reason of the handicap, be excluded from participation in, or denied the benefits of, or be subjected to discrimination in a facility certified under the Medicaid and or Medicare programs

VII **Insurance:**

A **Provider** shall, during the life of the agreement, purchase and maintain insurance coverage with the minimum limits as follows:

- i. **Workers Compensation** - as required by the Minnesota State Statute.
- ii. **General Liability Insurance:**
  - General Aggregate Limit - \$4 Million
  - Personal Injury Limit - \$2 Million
  - Each Occurrence Limit - \$2 Million
- iii. **Professional Liability Insurance** - with limits of \$2 Million each Occurrence / \$4 Million aggregate.

B **Provider** will provide the **LEA** with proof of insurance.

VIII **Data Privacy:**

Pursuant to **LEA's** Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and privacy Act and the Minnesota Government Data Practices Act, **Provider** certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act. All data is considered property of the **LEA** and shall be returned once this agreement has ended.

IX **Indemnification:**

A the **LEA** and its agents, employees, or invitees agree to save, indemnify and hold the **Provider** harmless from any injury or damage that may result to any person or property by or from any act or omission to act by the **Licensed DAPE Teacher** or the **Licensed DAPE Teacher's** agents, employees, or invitees from any cause or causes whatsoever arising from or concerned with **Licensed DAPE Teacher** performance under this agreement.

B except to the extent that such liability is caused by the negligence or tortious act or omission of the **LEA** or its agents, contractors or employees, the **Provider** agrees, to the extent permitted by law, to defend, indemnify, and hold harmless the **LEA**, its members, managers, governors, contractors, representatives, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the following:

- i. any willful, negligent or tortious act or omission of the **Provider**, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the delivery of education services, and

- ii. against all loss by reason of the failure of the **Provider** or its employees to adhere to applicable state and federal law.

C the indemnified party shall promptly notify the indemnifying party of any claim, action, cause of action or litigation brought against the indemnified party, its employees, officers, agents or sub-schools, which arises out of the services contained in this agreement. The indemnified party shall also notify the indemnifying party whenever the indemnified party has a reasonable basis for believing that the indemnified party and/or its employees, officers, agents or sub-school, and/or the indemnifying party might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this agreement, except to the extent providing such notice would interfere with integrity of an ongoing investigation, criminal proceeding, or litigation.

X **Notices:**

Any notice or demand which must be given or made by a party under this agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail to the authorized representative of the Party. Notices to the **Provider** shall be sent to: **Strategic Staffing Solutions, C/O Josh Duncan, PO Box 276, Mount Pleasant, SC 29466**. Notices to **LEA** shall be sent to: **Nova Classical Academy, C/O Dr. Brett Wedlund, 1455 Victoria Way, St. Paul, MN 55102**. Where a notice is for a specific action or event, the effective date of the event shall be included.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

*Josh Duncan* <sup>4/22/2021</sup>  
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Provider  
Josh Duncan  
Managing Director  
Strategic Staffing Solutions

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LEA  
NOVA Classica Academy