



**AGATE SOCIAL WORKS, LLC
SCHOOL SERVICES AGREEMENT**

This School Services Agreement (“Agreement”) is made and entered into by and between NOVA CLASSICAL ACADEMY, 1455 VICTORIA WAY, ST. PAUL, MN 55102 (hereinafter referred to as the “DISTRICT”) and AGATE SOCIAL WORKS, LLC, 19695 Near Mountain Boulevard, Shorewood, MN 55331 (hereinafter referred to as the “CONTRACTOR”) (the DISTRICT and the CONTRACTOR are each a “Party” and together are the “Parties”).

RECITALS

Whereas, the DISTRICT desires to enter into an agreement with a licensed and qualified CONTRACTOR with expertise in providing the following services and evaluation:

- SCHOOL SOCIAL WORK SERVICES;

Whereas, the CONTRACTOR is duly licensed and qualified and will provide the requested consulting services;

Whereas, the DISTRICT is willing to enter into an agreement with the CONTRACTOR to provide these services; **and**

Whereas, the CONTRACTOR understands and agrees that:

1. The CONTRACTOR will act as an independent CONTRACTOR in the performance of all duties under this agreement;
2. The CONTRACTOR is not an agent, servant or employee of the DISTRICT and shall not make any such representations nor hold itself out as such;
3. The CONTRACTOR shall have no authority to bind the DISTRICT for the performance of any services or to otherwise obligate the DISTRICT, the CONTRACTOR’s authority being specifically limited to the duties assigned to the CONTRACTOR under this Agreement;
4. The CONTRACTOR shall not be considered, under the provisions of this Agreement or otherwise, as having employee status, and accordingly, the CONTRACTOR shall be responsible for payment of all taxes, including federal, state and local taxes arising out of the CONTRACTOR’s activities under this Agreement, including, but not limited to, federal and state income tax, FICA, unemployment insurance taxes, and any other taxes or business license fees as required;
5. The CONTRACTOR shall comply with all applicable School Board policies, procedures, rules and regulations that are relevant to the CONTRACTOR’s provision of services under this Agreement;
6. Services provided for students with a disability and IEP’s contain documentation of the need for services. This service is unique to students identified as special education students. It is specifically designed instruction and not available to non-disabled students. The decision to provide this service was made by the IEP team. This service is provided at no cost to the parent. Facilities where this service is provided are of high quality.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, it is agreed as follows:



ARTICLE I
SERVICES TO BE PROVIDED

Section 1. Provision of Services. The CONTRACTOR agrees to provide school social work services and evaluation as identified by the IEP team and documented in the student’s IEP or as determined by school staff with parent permission for general education students. Consultation services may include, but are not necessarily limited to: review of pertinent educational records of selected students; discussion and consultation with teaching staff, school administration and related service providers; and providing consultation and recommendations on appropriate goals and objectives, observations, progress reporting, third party MA billing and working directly (individually or in groups) with students on educationally related issues.

Section 2. Term and Location of Services.

Section 2.1. Agreement Term and Renewal. This Agreement is an annual agreement, in effect for the 2021-22 school year, and may be renewed for subsequent school years on an annual basis. It is anticipated that the parties hereto will discuss renewal of this Agreement for subsequent school years on an annual basis during the months of May-July.

Section 2.2. Agreement Termination. Either party may terminate this Agreement, with or without cause, with thirty (30) days written notice to the other Party. Any termination without cause shall not be effective less than thirty (30) days following said notice. In the event of termination of this Agreement without cause, CONTRACTOR shall be entitled to payment, calculated on a pro rata basis, for work or services performed prior to the effective date of the termination. CONTRACTOR shall not be paid for work performed or costs incurred after receipt of notice of termination, or for costs incurred by suppliers or subcontractors, which reasonably could have been avoided due to the Agreement’s termination. The District may terminate this Contract in whole or in part for *cause* upon seven (7) days written notice if CONTRACTOR fails to comply with any material term or condition of this Contract.

Section 3.3. Location of Services. Services will be provided at DISTRICT or any such other locations as the DISTRICT may designate or authorize.

Section 4. Hiring Prohibition. The DISTRICT acknowledges that the CONTRACTOR may provide, at the CONTRACTOR’s sole discretion, one or more of CONTRACTOR’s qualified employees to perform the services described herein during the specified term. The DISTRICT hereby acknowledges and agrees that it will not hire, solicit for employment, or otherwise attempt to hire any of CONTRACTOR’s employees during the term of this Agreement as specified herein. The DISTRICT acknowledges and agrees that the hiring prohibition described herein shall remain in effect during the school year applicable to this Agreement, herein identified as the 2021-22 school year.

Section 5. Evidence of Insurance. CONTRACTOR shall obtain and maintain throughout the term of this Agreement general liability insurance in the minimum amount required by Minnesota Statutes, Section 466.04, as amended, covering all of CONTRACTOR’S activities related to this Agreement. CONTRACTOR shall obtain and maintain throughout the term of this Agreement professional liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the CONTRACTOR, in the minimum amount of \$1,000,000 per occurrence. A certificate of insurance will be provided to the District. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance that it may need.



ARTICLE II
COMPENSATION

Section 1. Compensation/Fees. The CONTRACTOR shall provide the agreed upon services at a rate of \$90.00 per hour. It is anticipated that the CONTRACTOR will work 10 hours per week. All on-site and off-site services will be billed in increments of 15-minute units. These services may include planning and prep time, travel time, time in meetings, observation of students, reading files, writing reports, and communicating with staff or family (via phone, email, or video calling), third party billing in addition to direct and indirect services with students. Total expected maximum threshold of expenditure is \$35,000. This agreement will occur during the 2021-22 school year from August 2021 to June 2022. If maximum threshold of expenditure is reached, CONTRACTOR will work with the district administrator for approval of additional expenditures. If this maximum is reached without written agreement from both parties, the CONTRACTOR will suspend services until additional expenditures are approved. If services are not suspended and additional expenditures incurred, CONTRACTOR does so at its own risk and expense.

The CONTRACTOR services to be provided will be determined solely by the CONTRACTOR in consultation with the DISTRICT. The CONTRACTOR will not provide any services above and beyond those services which the DISTRICT specifically requests. Furthermore, the CONTRACTOR agrees that during the term of this Agreement, it will not accept monetary payment or other remuneration from any entity or individual other than the DISTRICT for providing consulting services to a student or child currently enrolled or receiving education services or funding from the DISTRICT, unless specifically permitted by the DISTRICT. It is the responsibility of the CONTRACTOR to submit an invoice for payment; invoices will be submitted every two weeks, within 30 DAYS of services provided. Accounts not paid within 30 days thereafter will be assessed interest at the rate of eight percent (8%) from the due date on the outstanding balance.

ARTICLE III
INSURANCE AND OTHER BENEFITS

Section 1. Insurance. During the term of this Agreement, it is specifically agreed and understood that the CONTRACTOR shall not be eligible for nor provided insurance coverage of any kind, including, but not limited to, health, medical, dental, life, and long-term disability.

Section 2. Other Benefits. It is specifically agreed and understood that the CONTRACTOR shall not be eligible for nor provided any other benefits, including, but not limited to, workers compensation and unemployment benefits.

ARTICLE IV
GENERAL

Section 1. Data. The CONTRACTOR agrees that any information and data received by the CONTRACTOR during the term of this Agreement shall be treated and maintained by the CONTRACTOR in accordance with all applicable federal, state and local laws, rules and regulations governing same, including, but not limited to, the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The CONTRACTOR also agrees to comply with all of the provisions and requirements of the DISTRICT's data privacy policies. Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the CONTRACTOR in the performance of the CONTRACTOR's obligations under this Agreement shall be the exclusive property of the DISTRICT, and any such data and materials shall be remitted to the DISTRICT by the CONTRACTOR upon completion or termination of the Agreement.



Section 2. Entire Agreement. This Agreement is the entire agreement between the DISTRICT and the CONTRACTOR and it supersedes all prior written or oral agreements. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth herein. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both Parties authorized to amend this Agreement.

Section 3. Choice of Law. This Agreement and any rights, remedies, or obligations provided for in this Agreement, shall be construed and enforced in accordance with the laws of the State of Minnesota without regard to choice of laws principles.

Section 4. Joint Preparation. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

Section 5. Severability. The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Agreement and shall not affect the validity or enforceability of any remaining portions, provisions or parts.

Section 6. Section Headings. Section headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said sections.

Section 7. No Oral Modification or Amendment. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties.

Section 8. No Waiver of Failure to Enforce. Any failure to enforce at any time any term or condition of this Agreement shall not be considered a waiver of the right thereafter to enforce each and every term and condition of this Agreement.

Section 9. Dispute Resolution. Should a dispute between the parties hereto occur, arising out of or related to this Agreement, the parties agree to meet at the offices of NOVA CLASSICAL ACADEMY and to use their best efforts to resolve their dispute in good faith.

Section 10. Indemnification.

Section 10.1 Duty to Indemnify and Defend CONTRACTOR. NOVA CLASSICAL ACADEMY agrees to defend, indemnify, and hold harmless CONTRACTOR from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of NOVA CLASSICAL ACADEMY, 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 against all loss by reason of the failure of NOVA CLASSICAL ACADEMY or its employees to adhere to applicable state and federal law. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of NOVA CLASSICAL ACADEMY personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the Data Practices provisions set forth in Section 9 hereof.



Section 10.2. Duty to Notify. NOVA CLASSICAL ACADEMY shall promptly notify CONTRACTOR of any claim, action, cause of action or litigation brought against NOVA CLASSICAL ACADEMY, its employees, officers, agents or sub-schools, which arises out of the services contained in this Agreement. NOVA CLASSICAL ACADEMY shall also notify CONTRACTOR whenever NOVA CLASSICAL ACADEMY has a reasonable basis for believing that NOVA CLASSICAL ACADEMY and/or its employees, officers, agents or sub-school, and/or CONTRACTOR 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.

Section 10.3. Failure to provide notice. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

Section 11. Non-discrimination statement. CONTRACTOR is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, familial status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. CONTRACTOR must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. If required by applicable law, CONTRACTOR will develop, and have on file for each of its establishments, written Affirmative Action Plans, to the extent such plans are required by the rules and regulations of the Secretary of Labor. If required by law, Contractor can attempt to obtain a certificate of compliance from the Minnesota Commissioner of Human Rights for any affirmative action plan. By accepting this Contract, NOVA CLASSICAL ACADEMY certifies that it complies with all applicable federal and state laws as well as NOVA CLASSICAL ACADEMY policies related to non-discrimination, equal employment opportunity, and affirmative action.

Section 12. Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective employees, agents, representatives, successors, and assigns.

Section 13. Authority to Execute. Any person or entity executing this Agreement on behalf of a Party represents and warrants that he, she, or it is duly authorized to enter into this Agreement on behalf of said Party.

Section 14. 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. Notices to CONTRACTOR shall be sent to: Ms. Abby Refsland, Agate Social Works, LLC, 19695 Near Mountain Boulevard, Shorewood, MN 55331. Notices to NOVA CLASSICAL ACADEMY shall be sent to: Dr. Brett Wedlund, 1455 VICTORIA WAY, ST. PAUL, MN 55102

Section 15. Counterparts. This Agreement may be executed in counterparts, and each executed counterpart shall have the same force and effect as the original instrument and as if all the Parties to the counterparts had signed the same instrument. The Parties also agree that facsimile, portable document format ("PDF"), scanned, and/or electronic signatures shall have the same effect as manually signed originals and shall be effective upon transmission.



WHEREFORE, THIS Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective Parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby acknowledge receipt of a copy hereof.

DISTRICT Administrator Signature

Date

CONTRACTOR Signature

Date