

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT is entered into effective July 1, 2026 by and between the **Bagley Independent School District** (hereinafter referred to as the "School District") and **Stellher Human Services Inc.**, (hereinafter referred to as the "Provider"), for the period July 1, 2026 to June 30, 2027.

RECITALS

WHEREAS, the School District has identified students with academic and social needs who could eventually qualify for special education instruction or related services if preventive services are not provided; and

WHEREAS, the School District has the need for preventive services as an alternative to special education and other compensatory programs; and

WHEREAS, the Provider is qualified to provide the aforementioned services;

NOW THEREFORE, in consideration of the mutual understanding and agreements set forth, the School District and the Provider agree as follows:

I. PURPOSE

- A. The contract services are a targeted intervention program within the general education environment for those learners exhibiting a variety of problems in the classroom that places them at risk of failure, academically and/or socially. The objective of these services will be to improve the academic and social progress of the target group and to prevent the need for formal special education or other compensatory special services.

II. Provider's Responsibilities

- A. The Provider will employ one Interventionists to provide the services described in the position description (Attachment A). The worker will provide services within the Bagley Schools. The INTERVENTIONIST will be assigned to work 40 hours per week on a schedule that corresponds with the school calendar.
- B. The INTERVENTIONIST will provide services to children and families at school and in the homes of the children as needs dictate.
- C. The INTERVENTIONIST will carry an active caseload of up to twenty-five children.
- D. The Provider shall be responsible for all compensation, fringe benefits, training, liability insurance, mileage, and compliance with all State and Federal laws governing

employment relationships to the employee by the employer (contractor).

- E. The Provider will maintain records according to mutually agreed-upon standards and make such records available to other parties to this agreement for inspection and audit as requested, subject to applicable state and federal data privacy laws and the rules promulgated thereunder.

III. SCHOOL DISTRICT

- A. The School District agrees to provide office space, a telephone, needed photocopies, postage, and classroom instructional materials and supplies for the INTERVENTIONIST.
- B. The School District agrees to provide day-to-day supervision and direction of the INTERVENTIONIST.
- C. The School District agrees to provide financial support for the program in the amount identified in the budget (Attachment). The School District will apply for State categorical aid for the amount of the contracted services from the Provider
- D. The School District agrees to include the services in its application for alternative delivery of specialized instructional services in order to facilitate reimbursement of contract services with special education aids.

IV. PAYMENT FOR PURCHASED SERVICES

- A. The total amount to be paid for purchased services for the duration of this agreement is \$85,520.84. The CCMHC will pay \$33,067 and the District will be responsible for \$52,453.84.
- B. The Provider will bill the School monthly for said services in nine (9) equal payments of \$5,828.20, starting in September 2026.
- C. Payments will be made monthly by the School District within 15 days after the receipt on an invoice for services provided the previous month.

V. SUBCONTRACTING AND ASSIGNMENT

- A. The Provider shall not enter into subcontracts or assignments of any of the work contemplated under this Agreement without written approval of the School District. All subcontracts or assignments shall be subject to the requirements of this Agreement. The Provider shall continue to be responsible for the performance of the obligations of this Agreement despite any subcontract or assignment.

VI. INDEMNITY, INSURANCE AND INDEPENDENT CONTRACTOR STATUS

A. Indemnity: The Provider agrees that it will at all times hereafter indemnify and hold harmless the School District against any and all liability, loss, damages, cost, or expenses, including reasonable attorney's fees which the School District may hereafter sustain, incur, or be required to pay which arise out of the Provider's performance of this Agreement. This obligation shall include but not be limited to liability arising out of the following:

- 1) By reasons of clients' suffering personal injury, death, or property loss or damages either while participating in or receiving from the Provider care and services which should be furnished by the Provider under this Agreement or while on premises owned, leased, or operated by the Provider or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider, any officer, agency, or employee thereof;
- 2) By reason of client causing, whether intentionally or unintentionally, injury to or damage to the property of another person during any time in which the Provider or any officer, agent, or employee thereof had undertaken or is furnishing the care and services called for under this agreement;
- 3) By reason of the Provider's negligence of any kind.
- 4) The provider at all times during the agreement will have the minimum insurance coverage.

B. Insurance: The Provider further agrees, in order to protect the School District under the indemnity provisions set forth above, to at all times during the term of this Agreement have and keep in force the insurance policies as stated below:

- 1) Comprehensive General Liability insurance policy in the amount of \$1,000,000 for bodily injury or property damage to anyone person, and \$3,000,000 for total injuries or damages arising from anyone incident.
- 2) Automobile Liability Insurance, including non-owned and hired autos. Minimum limits of \$1,000,000 combined single items.
- 3) Worker's Compensation: The policy shall include Employers Liability.
- 4) The limits shall be statutory per applicable State and Federal laws
- 5) Minimum Limits of:
 - i. Bodily injury by Accident: \$100,000 each Accident
 - ii. Bodily injury by Disease: \$100,000 each Employee
 - iii. Bodily injury by Disease: \$500,000 Policy Limit

- 6) The certificate of insurance will require at least a (60) days written notice of intent to cancel for any reason, suspend, or reduce coverage.
- C. Independent Contractors: It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association with the School District and the Provider. The Provider is an independent contractor; and neither it, its employees, nor its agents are representatives of the School District. Except as otherwise provided herein, the Provider shall maintain in all respects its present control over the application of its personnel policies and procedures and the means and personnel by which this Agreement is performed. From any amounts due the Provider, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, not for any other purposed by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Provider.

VIII. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. It is understood and agreed that in the event the reimbursement to the School District from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- B. Before the termination date specified in this Agreement, the School District and may evaluate the performance of the Provider in regard to the terms of terms Agreement to determine whether such performance merits renewal of this Agreement.
- C. No claim for services furnished by the Provider or, not specifically provided in the Agreement will be allowed by the School District, nor shall the Provider do any work or furnish any material not covered by the Agreement, unless this is approved in writing by the School District. Such approval shall be considered to be a modification of the Agreement.
- D. In the event there is a revision of Federal and/or State regulations which might make this Agreement ineligible for Federal and/or State financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new regulations.
- E. Maintenance of Efforts: Funds must not be used to supplant or replace existing funds.
- F. Reporting: The Provider's staff will complete regular reports on a schedule and in a format in order to document services, monitor progress and evaluate the program. The Provider will provide periodic reports to the Interagency Committee at meetings called by the School District.

IX. CANCELLATION, DEFAULT AND REMEDY

- A. This Agreement shall continue in effect until terminated by either party, with 30 days advance, written notice to the other party at the address provided on the first page of this Agreement.
- B. If a deficiency sufficient to cause cancellation of the Agreement is determined to exist by the School District, the parties will send a written notice to the Provider. The notice shall detail the deficiency and request a written response from the Provider within ten (10) working days describing methods used to correct the deficiency. If a response is not received within the ten (10) working days, the Agreement will be cancelled immediately.
- C. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults. Waiver of breach of any provision of this Agreement shall not be considered to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of the School District.
- D. In the event of cancellation, the Provider shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

X. DATA PRIVACY

- A. The Provider agrees to comply in all respects with the Minnesota Government Data Practices Act Minn. Stat. Section 13.01-.46.

XI. SINGLE INSTRUMENT, LEGALITY

- A. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement superseded all oral agreements and negotiation between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.
- B. The provisions of this Agreement are severable. If a Court of Law holds any paragraph section, subdivision, sentence, clause or phrase in this Agreement to be contrary to law or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portion of the Agreement. However, upon the occurrence of such event, the parties shall, immediately meet to negotiate a revised Agreement which does not violate the above-referenced ruling.

XII. COMPLIANCE WITH LAWS AND EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS.

- A. The Provider shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the

facilities, programs, and staff for which the Provider is responsible.

- B. The Provider agrees to comply with the Civil Rights Act of 1964, Title VI (41 USC 2000e); including Executive Order No. 11246 as amended, the Minnesota Human Rights Act, and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and in the rendering of purchasing services hereunder on the basis of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin.

PURCHASE OF SERVICE AGREEMENT

School/Home Interventionists
Bagley Independent School District
and
Stellher Human Services, Inc.

In WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending to be bound thereby.

Bagley School District

Date



Stellher Human Services, Inc. , CEO



Date



School-Based Interventionist

Job Summary:

The Interventionist will work in a school setting with at-risk students in grades K – 12 (primarily K – 8) and their families to prevent the need for special education and related services. Day to day supervision is provided by the school principal and the Stellher program coordinator.

Primary Job Responsibilities:

- Serve as member of District (building) level Student Assistance Team (problem identification and problem solving)
- Assist in the screening, identification and selection of targeted students using valid and reliable school wide screening processes.
- Implement data-based processes to ensure interventions and services are provided with fidelity.
- Develop communication plan with parents/guardians of targeted students to assist in plan development and other input.
- Develop communication plan for on-going staff input
- Monitor progress by ensuring data collection is aligned with and supports the intervention.
- Complete monthly, quarterly, and annual reports as needed/required.
- Assist in data collection and reporting as necessary/appropriate.
- Participate in necessary and/or applicable trainings.
- Assist families in accessing necessary and appropriate community-based services.
- Assist in grant writing and reporting processes.
- Conducts activities related to compliance with federal and state laws related to mandated reporting, HIPAA, and the Data Privacy Act.
- Treats clients and coworkers with dignity and respect.
- Works as part of a team to promote a culture of continuous improvement and commitment to the mission of the organization.
- Carries out other duties as assigned.

Required Skills/Abilities:

- Demonstrated ability to interact with families from diverse cultural and socioeconomic backgrounds.
- Able to work independently within established guidelines and with limited supervision and assistance.
- Able to travel to and from meetings with families, school officials, and other agencies.



- Able to communicate clearly and effectively with other professionals in verbal and written formats.

Education and Experience:

- Degree in Education, Special Education, Social Work or related field.
- Eligible for license by State Board of Teaching and/or Social Work or licensed by a professional board preferred.
- Experience working in public school settings with at risk, troubled students and their families.
- Knowledge of interagency services to targeted population within a school setting.

Physical Requirements:

- Prolonged periods of sitting at a desk and working on a computer.
- Must be able to lift up to 15 pounds at times.

Employee

Date

Supervisor

Date