

Service Agreement
between
Platte County School District
and
Niles Prep

This Service Agreement ("Agreement") is entered into on August 1, 2022 between Platte County School District, a Missouri nonprofit corporation ("Client"), and Niles Prep ("Contractor").

RECITALS

- A. Contractor engages in the business of providing education and consulting services to nonprofit and for profit education and social services agencies.
- B. Client is a Missouri School and Missouri nonprofit corporation.
- C. Client wishes to engage Contractor to provide certain services with respect to Client's special education program (the "Program"), and Contractor wishes to provide such services, all on the terms set forth below.

AGREEMENT

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Commencement Date and Term. This Agreement shall commence on August 1, 2022 (the "Commencement Date") and shall continue until 11:59 p.m. on July 31, 2023, (the "Term").
2. Services to be provided by Contractor. During the Term of this Agreement, Contractor shall provide Day Treatment services in connection with the Program (the "Services") to students assigned by Client to the Program and Contractor shall provide the personnel necessary to provide the Services (the "Personnel").
3. Records. Contractor agrees that all files, documents and records or materials created by Contractor in the course of providing the Services during the Term of this Agreement shall be the property of Client. Contractor agrees that upon the expiration or termination of this Agreement for any reason, Contractor shall immediately deliver all such property of Client in its possession to Client. Contractor may retain a copy of all files, documentation and records in its possession. Notwithstanding anything containing herein to the contrary, it is expressly agreed that Contractor shall retain those original records that it is required to maintain by its licensing authorities to include, but not limited to, therapist notes and treatment plans. Client and Contractor shall make a reasonable effort to limit the original records maintained by Contractor.

4. Responsibilities of Client. During the Term of this Agreement, Client shall provide Contractor with such student records, including Individual Education Plans, as may be reasonably necessary for the proper provision of the Services.

5. Additional Responsibilities of Contractor.

- a. Qualifications. Credentials. Licenses. All Contractor Personnel will be qualified in all material respects to provide the Services they provide on behalf of Contractor hereunder. All instructors and therapists provided by Contractor under this Agreement will hold a certification or license issued by the state in which they are providing Services hereunder appropriate for providing the requested Service. Contractor shall provide Client with a list of all Contractor Personnel that will serve students enrolled in the Program. Such a list will identify the credentials/licenses held by each of the Contractor Personnel. Contractor shall notify Client within forty- five business days of any change of Contractor Personnel that are providing Services directly to students under this Agreement.
- b. Fingerprinting Requirements. Contractor shall conduct such criminal background checks of all Contractor Personnel through the Missouri Highway Patrol (MHP) as required by applicable law and, upon receipt clearance, certify to Client that no Contractor Personnel working with students of Client have been convicted of a violent or serious felony (as defined by applicable law), or are the subject of a criminal action pending upon charges of commission of a violent or serious felony (as defined by applicable law). The list of Contractor Personnel described in Section 5a above shall identify those Contractor Personnel who have been so cleared by MHP.
- c. Attendance Reporting. Contractor shall keep accurate records of student attendance and time spent by Contractor Personnel in providing Services to students in the Program. Copies of such records will be provided to Client on a monthly basis.
- d. Compliance with Laws. During the term of this Agreement, Contractor shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to the provision of special education services.

6. Independent Contractor. The parties hereto acknowledge that Contractor is an Independent Contractor. This Agreement shall not render Contractor an employee, partner, agent of, or joint venture with Client for any purpose. Contractor is and will remain an Independent Contractor in its relationship to Client in connection with this Agreement. Client shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. Contractor shall have no claim against Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

7. Compensation and Method of Payment. The Compensation shall be payable by Client on a monthly basis as follows:

- a. Compensation. The Client agrees to pay the Contractor for services provided at the rate of \$170.00 per student for each day the Client's student is enrolled in the Day Treatment Program. If the client decides to withdraw a student, it will notify the Contractor in writing. Once such written notice is issued, the Contractor will no longer be entitled to compensation for the withdrawn student.

- b. Student Absences. The parties will work together to determine the cause of the absence and assist with the student's timely return to the program. Absences will be classified as excused or unexcused using the following definition: an "excused absence" shall include any absence due to legitimate medical issues, religious observances, death of an immediate family member, required court appearances and other circumstances which are approved by the student's parent or guardian; and an "unexcused absence" shall be any absence that is not an excused absence.
 - c. Invoice. Within fifteen (15) business days of the last day of each month during the term of this Agreement, Contractor shall submit an invoice to Client for Services provided during such month, and attach true and complete copies of the attendance and time records described in Section 5c above. Each undisputed invoice so delivered shall be due and payable in full by Client within thirty (30) calendar days of the date it was received, subject to paragraph 7d below.
 - d. Payment Disputes. If Client has a bona fide, good faith dispute with respect to whether a particular Service identified in a Contractor invoice hereunder was actually provided in accordance with the terms of this Agreement, Client shall give written notice to Contractor describing such dispute in reasonable detail within thirty (30) calendar days of the date such invoice was received, accompanied by payment in full of all amounts shown on such invoice that are not the subject of the dispute(s) described on such notice. Contractor and Client shall use their best reasonable good faith efforts to resolve such dispute within the thirty (30) calendar day period following such notice. If such dispute cannot be resolved within such thirty (30) day period, either Contractor or Client may terminate this Agreement on not less than forty (40) business days' written notice.
8. Termination. Either party may terminate this Agreement with or without cause at any time prior to its expiration date upon forty-five (45) days prior written notice to the other party. If such termination occurs, Contractor shall be paid for services rendered thru the date of termination. Notwithstanding the foregoing, if Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of Client, is guilty of serious misconduct in connection with its performance hereunder, or materially breaches provisions of this Agreement, Client may terminate the engagement of Contractor without prior written notice to Contractor, and Contractor shall not receive any additional compensation from Client.
9. Insurance. Contractor shall procure and maintain throughout the term hereof, and all renewals and extensions hereof:
- a. General Liability. General liability and Professional Malpractice insurance for Contractor Personnel at the school facilities in performance of Contractor's obligations under this Agreement with coverage of not less than One Million dollars (\$1,000,000) for any incident, and Three Million Dollars (\$3,000,000) annual aggregate. Contractor agrees to provide Client with a Certificate of Insurance of such general liability and professional malpractice insurance policy.

- b. Worker's Compensation. Worker's Compensation Insurance covering the activities of each Contractor employee providing Services to Client hereunder, which insurance shall comply with all applicable legal requirements.

10. Confidentiality. Contractor acknowledges and agrees that in the course of performance of its obligations, under this Agreement, Contractor will have access to certain information proprietary to Client, which may include but not be limited to trade secrets, policies, procedures, operating manuals, specifications, software, business or strategic plans, budgets, salary information, contractual arrangements or negotiations, financial information, and employee information (collectively, the "Client Proprietary Information"). All of such Client Proprietary Information shall be and remain the property of Client at all times, and Contractor shall have no right, title or interest therein. Contractor shall maintain the confidentiality of all Client Proprietary Information and shall not divulge such information to any third parties, except (i) as may be necessary for the discharge of its obligations under this Agreement and (ii) as required by law. Contractor shall take reasonable precautions against disclosure of any Client Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Upon termination of this Agreement for any reason, Contractor shall cease all use of any of Client Proprietary Information and shall immediately return to Client all manifestations and copies thereof in Contractor's possession or control. Contractor hereby acknowledges and agrees that due to the unique nature of the Client Proprietary Information, there can be no adequate remedy of law for any breach of its obligations hereunder, and that any such breach may allow Contractor or third parties to unfairly compete with Client resulting in irreparable harm to Client that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, Client shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and to be indemnified by Contractor from any loss or harm, including without limitation, attorney's fees, in connection with any breach or enforcement of Contractor's obligations hereunder or the unauthorized use or release of any of Client's Proprietary Information. The obligations under this Section 10 shall survive the termination of this Agreement.

11. Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and the governing board, officers, directors, agents, and employees of the other Party including, but not limited to, Client's education service provider, and Charter School Administration Services from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with services or referrals hereunder and resulting from the negligence or intentional acts of the other Party or their agents, employees or subcontractors. It is understood that such indemnity shall survive the termination of this Agreement

12. Extended School Year Program. Contractor shall provide Client with a list of students to be serviced during the extended school year program and shall obtain written approval from Client prior to providing extended year services to such students.

13. No Third Party Beneficiaries. The parties intend that the benefits of this Agreement shall inure only to Contractor and Client and not to any third person.

14. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

15. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

16. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Contractor shall not assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the Client.

17. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

19. Notices. Any notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon personal delivery or delivery by facsimile or electronic mail (provided that, in the case of facsimile the sender shall have obtained electronic or other confirmation of actual delivery, and in the case of electronic mail, the sender shall have delivered to the e-mail address identified below and shall not have received an electronic notice of non-delivery); twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to Contractor:
Niles Prep
1911 East 23rd Street
Kansas City, MO 64127
Attention: Lindsey Russell
Telephone: 816-895-4215
E-mail: lrussell@kvc.org

If to Client:
Platte County School District
998 Platte Falls Road, Platte City, Missouri 64079
Attention: Jennifer Beutel
Email: beutelj@platteco.k12.mo.us

20. Entire Understanding. This document constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

21. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

Client:
Platte County School District
A Public School

Contractor:
Niles Prep
A Missouri nonprofit corporation

By: 
Jennifer Beutel

By: Lindsey Russell
Lindsey Russell

Its: Executive Director

Its: Niles Prep Administrator