<u>**IASC TELEPRESENCE CLASSES**</u>

<u>**PROFESSIONAL SERVICES AGREEMENT**</u>

(use if "provider" increases FTE to meet "receiver's" needs)

THIS AGREEMENT entered into between _____ (TP provider), hereinafter referred to as Provider, and _____ (TP receiver), hereinafter referred to as Receiver.

<u>**RECITALS**</u>

The parties hereto recite and declare as follows:

A.   Provider, and Receiver, are public school districts created by and operating under the laws of the state of Minnesota.

B.   Receiver desires to purchase and obtain certain professional services from Provider: specifically, _____ FTE of _____ (instructional class);

C.   Provider desires and agrees to provide the needed professional services to Receiver, as set forth herein.

NOW, THEREFORE, FOR THE REASONS SET FORTH ABOVE AND IN CONSIDERATION OF THE MUTAL COVENANTS AND PROMISES OF THE PARTIES HERETO, THE PARTIES COVEANT AND AGREE, AS FOLLOWS:

I.   <u>DESCRIPTION OF WORK:</u>

Provider shall provide to Receiver the following services:

A _____ FTE of _____ (instructional class) teaching services licensed in K-12 for the _____ school year; semester _____.

II.   <u>PAYMENT:</u>

Receiver shall pay to Provider for the above services, as follows:
The sum of _____ payable in full on _____.

III.   **PERSONNEL PERFORMING SERVICES:**

A.   Personnel or employees of Provider assigned by Provider to perform the professional services described above shall be, during the term of this agreement, qualified and properly licensed to perform the duties and services contemplated and intended by this agreement. Provider agrees that it shall provide the Superintendent of Receiver with the identity and curriculum vitae of the person(s) it intends to assign to the performance of these services at the commencement of the school year, and that every reasonable effort shall be made to provide continuity in the performance of these services throughout the school year. The parties shall meet and confer prior to any such assignment, and must agree on the person(s) assigned by Provider to perform the services.

Provider agrees and represents that it shall have subjected any personnel assigned to perform services under this contract to both a criminal history and background check, and shall not assign anyone to perform services under this agreement who has any record or history which would have a negative bearing on that individual's ability to properly and safely perform the services contemplated by this agreement, or who might pose even the slightest risk to co-employees or students with whom he/she may come into contact.

B.   Provider assumes full responsibility for its employee/ personnel providing services hereunder, and will make all deductions required of employers by state, federal and local laws, including deductions for TRA, social security and withholding taxes, and contributions for unemployment compensation; and shall maintain workers' compensation and liability insurance coverage for such employee.

C.   Provider shall not be permitted to subcontract any of the services to be provided hereunder to any other entity, without the express written consent of Receiver.

IV.   **RELATIONSHIP OF PARTIES:**

A.   The parties intend that an independent contractor relationship be created by this contract. The overall conduct and control of the services performed under this agreement will lie with Provider. However Provider agrees and represents that its employees/personnel shall perform said services in accordance with approved methods and procedures for such services and in conformity to federal and state law, rule and policy.

B.   Provider and its employees/personnel performing services under this contract are not to be considered as agents or employees of Receiver for any purpose, and Provider personnel/employees will not be entitled to any benefits from Receiver nor to any of the benefits and rights which Receiver provides its own employees.

V.   DURATION:

A.   The agreement shall continue throughout semester _____ in the _____ school year, unless a 30 day written notice of an intent to terminate is given by either party.

B.   In the event of termination, Receiver shall pay for all services performed to the effective date of termination.

VI.   COMPLIANCE WITH POLICIES AND PROCEDURES:

A.   Provider agrees that its personnel/employee assigned to perform services under this contract shall fully comply with all policies and procedures of Receiver, and will be subject to director of the superintendent and building principal of Receiver relative to the performance of such services, so as to conform to the needs and mission of Receiver. Any deficiency, failure, or refusal on the part of any employees of Provider assigned to perform the services with regard to compliance with the policies and procedures of Receiver and the directions of its administrator or superintendent shall be both orally and in written form brought to the attention of the designated Provider administrator having oversight responsibilities over said employee.

B.   Provider agrees that its employee assigned to perform services under this agreement shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data. Further, the conduct and actions of any such employee, whether by omission or commission, shall not violate any of the policies and rules of Provider; with any such violation of policy or rule to be considered also a violation of policy or rule of Receiver.

C.   Provider agrees and represents that its employee will not perform any of the services contemplated and intended by this agreement after having used or consumed any alcoholic beverages, illegal drugs, or after misusing prescription drugs.

D.   The parties agree that any violation or non-compliance by the employee assigned by Provider to perform services under this agreement shall be dealt with by Provider, and shall be subject to Provider collective bargaining agreement and disciplinary process. However, Receiver shall have the right to request removal of any such employee from performing services under this agreement, and have the right to have another Provider employee assigned to perform said services.

E.   All written information, data, student records, personnel records and other data compiled or kept in conjunction with the services performed under this contract, or related thereto, will be subject to state and federal data practice laws and rules to the extent that each party to this contract complies with and safeguards its own data. Each party shall be responsible for its own wrongful acts with regard to the inappropriate or unlawful release of protected data, but shall be allowed and authorized to have access to each other's data to the extent necessary to perform services under this agreement.

VII.   LIABILITIES AND INDEMNIFICATION:

Provider shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees assigned to perform services under this agreement and arising directly or indirectly from the performance of those services. Provider agrees that it shall hold Receiver harmless from and for any claim or cause of action which might arise therefrom.

VIII.   DISPUTE RESOLUTION:

The parties agree that any and all disputes arising out of this agreement shall be subject to binding arbitration through the Minnesota Bureau of Mediation Services, and shall be conducted in accordance with its procedures and rules. Under no circumstances, shall the arbitrator render a decision which is outside the parameters and the specific terms and provisions of this agreement.

XI.   TERMS TO BE EXCLUSIVE:

A.   The entire agreement between the parties with respect to the services provided hereunder is contained in this agreement.

B.   The provisions of this agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity.

X.   WAIVER OR MODIFICATION OF TERMS:

No waiver, alteration or modification any of the terms and provisions of this agreement shall be binding unless in written form and signed and executed by the authorized representatives of the parties hereto.

By _____
        Chair (Provider's)

By _____
        Clerk (Provider's)

By _____
        Chair (Receiver's)

By _____
        Clerk (Receiver's)