



INDEPENDENT PROVIDER CHECKLIST
(For Use by Student Activities Director's Office Only)

- ☒ The proposed offering is consistent with the district's mission and with the community's values and standards.
 - ☒ The Independent Provider has provided programming documentation to show that the criteria of content will have been met by the end of the season (completed criteria of content form).
 - ☒ The Independent Provider has provided written authorization for criminal background checks and \$20 for all employees working with students.
 - ☒ The Independent Provider has provided proof of insurance.
 - ☒ The Independent Provider has provided proof of adequate worker's compensation coverage.
 - ☒ The Independent Provider has provided a complete schedule of activities for the program.
 - ☒ The Independent Provider has distributed copies of Duluth Public Schools Policy 4015 - Prohibiting Harassment and Violence to its employees.
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This application is:

☒ **Recommended** for School Board Approval (All criteria have been met.)

☐ **Not Recommended** for School Board Approval

School Board Action:

Date: ☐ Approved ☐ Denied

Additional Comments:

Shawn Roed
Student Activities Director

Eddie Crawford
Assistant Superintendent



INDEPENDENT PROVIDER APPLICATION AND APPROVAL FORM FOR A CO-CURRICULAR PROGRAM

1. The Independent Provider activity program may not duplicate an existing high school activities program and may not discriminate student membership based on sexual, racial, or religious background.
2. All resident students participating in this activity program must be currently and fully enrolled students in the Duluth Public Schools. A student from another school district may only participate if the activity is not offered in their resident district.
3. All students will be responsible for complying with all School District rules and policies concerning student activities, including, but not limited to: attendance, conduct scholastic standing, and other eligibility requirements.
4. Each student will register with the Office of Student Activities Director and pay a \$20 registration/awards fee.
5. All School District costs associated with the activity program will be borne by the Independent Provider or by the participants on a fee basis.
6. The Independent Provider will provide to the School District proof of adequate liability insurance to provide for the safety of the student participants naming Duluth Public Schools as an additional insured party.
7. As necessary, the Independent Provider will provide the School District proof of adequate worker's compensation coverage.
8. The School District will provide copies of Policy 4025 - Standards of Conduct of Personnel, 4015 - Prohibiting Harassment and Violence, and Policy, 5060 - Collection, Maintenance, and Dissemination of Student Records and Information.
9. The Independent Provider will provide to the School District written authorization for criminal background checks and a \$20 background check fee for all employees who will be working with the students.
10. In general the activities of the program will be conducted at the site of the Independent Provider, but the Duluth Public Schools facilities may be used on an availability basis and at the applicable rental rate as requested.
11. If a team competition is involved, all of the student participants must be fully enrolled Duluth Public Schools students. Such a team will be allowed to use the Duluth Public Schools name, nickname, and school colors in their competition. Students from other school districts may participate in a team activity if their resident School District does not have the activity and a cooperative arrangement can be completed between their resident district and the Independent Provider.
12. If students compete only on an individual basis, students from other school districts may participate in the activity program, but only Duluth Public Schools students will be eligible for Duluth Public School awards.
13. Student participants will be eligible to receive school awards. To be eligible to receive an activity letter the participant must meet the following criteria:
 - There must be a "publicness" to the activity in the form of contents, performances, etc.
 - The participation must be at an "advanced" as opposed to an "entry" level.
 - Must meet the defined criteria set forth by the club or activity.
14. The Independent Provider (and its employees) are not employees of the Duluth Public Schools.

**Agreement for the Provision of Services to
Independent School District 709 Duluth Public Schools**

THIS AGREEMENT, is made and entered into by and between Independent School District 709 Duluth Public Schools (hereinafter referred to as the "School District") and Duluth High School Lacrosse (hereinafter referred to as the Lacrosse "Provider/Contractor").

RECITALS

WHEREAS, the School District desires to enter into an agreement with a qualified party to provide certain co-curricular services; and

WHEREAS, the Provider/Contractor is duly qualified and willing to provide said co-curricular services; and

WHEREAS, the School District is willing to enter into an agreement with the Provider/Contractor to provide said services on the terms, covenants, and conditions hereinafter set forth; and

WHEREAS, the School District is authorized and empowered to secure from time-to-time certain services through contracts with qualified individuals, and

WHEREAS, the Provider/Contractor understands and agrees that:

1. The Provider/Contractor will act as an independent contractor in the performance of all duties under this agreement.
2. The Provider/Contractor is not an agent, servant, or employee of the School District and shall not make any such representations nor hold himself/herself out as such.
3. The Provider/Contractor shall have no authority to bind the School District for the performance of any services or to otherwise obligate the School District, the Provider/Contractor's authority being specifically limited to the duties assigned to the Provider/Contractor under this Agreement.
4. The Provider/Contractor shall not be considered, under the provisions of this Agreement or otherwise, as having employee status, and accordingly, the Provider/Contractor shall be responsible for payment of all taxes, including federal, state, and local taxes arising out of the Provider/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 Provider/Contractor shall not accrue any continuing contract rights for the services performed pursuant to this agreement.
6. The Provider/Contractor shall provide the School District with proof of general liability insurance and name the School District as an additional insured party.
7. The Provider/Contractor shall comply with all School Board policies, procedures, rules and regulations as outlined in the information packet provided.

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

**ARTICLE I
SERVICES TO BE PROVIDED**

Section 1 - Provision of Services: The Provider/Contractor agrees to provide to the School District services relating to Lacrosse. The Provider/Contractor agrees to perform and complete the objectives described in the Independent Provider Application and Approval Form, attached hereto as Exhibit A and incorporated herein by reference.

ARTICLE II **COMPENSATION**

Section 1 - Compensation/Fees: The Provider/Contractor shall set fees for its program and is responsible for collecting fees from student participants. The School District is not responsible for any unpaid fees.

ARTICLE III **TIME DEVOTED BY THE PROVIDER/CONTRACTOR**

Section 1 - Hours: It is anticipated that the Provider/Contractor will spend approximately 354 hours per week in fulfilling the Provider/Contractor's obligations under this Agreement. The particular hours may vary from day to day or week to week.

ARTICLE IV **EXPENSES**

Section 1 - Expenses: The Provider/Contractor shall be responsible for all costs and expenses incident to performing the services required under this Agreement.

ARTICLE V **DURATION OF THE AGREEMENT**

Section 1 - Duration: This Agreement shall commence upon the date of execution by all parties and will terminate March 19, 2018. This Agreement will remain in full force and effect, but may be terminated by either party upon written notice to the other; provided, however, any termination shall not be effective less than thirty (30) days following said notice.

ARTICLE VI **INSURANCE AND OTHER BENEFITS**

Section 1 - Insurance: During the term of this Agreement, it is specifically agreed and understood that the Provider/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 Provider/Contractor shall not be eligible for nor provided any other benefits including, but not limited to, worker's compensation and unemployment benefits.

ARTICLE VII **INDEMNIFICATION**

Section 1 – Release and Indemnity: The Provider/Contractor agrees to hold harmless the School District and its board members, its administrators, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the Provider/Contractor, or the Provider/Contractor's employees or agents, in regard to the Provider/Contractor's performance under this Agreement, and for any action commenced against the School District or any of its board members, its administrators, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives, the Provider/Contractor shall assume full responsibility and shall indemnify the School District and its board members, its administrators, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney's and witness fees, and expenses incident thereto.

ARTICLE VIII

GENERAL

Section 1 - Notices: All notices or other communications shall be adequately served and shall be deemed served when mailed by certified or registered mail, postage prepaid, with proper address as indicated below. The School District or the Provider/Contractor may, by written notice given by each to the other, designate any address or addresses to which notices or other communications to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective parties, all notices or other communications to each of them shall be addressed as follows:

To the School District: Independent School District 709
East High School
Office of Student Activities
301 North 40th Avenue East
Duluth, Minnesota 55803
Attn: Shawn Roed

To the Provider/Contractor: Duluth Lacrosse
P.O. Box 3514
Duluth, Minnesota
Attn: Andy Holak

Section 2 - Authorized Agent of the School District: The School District's authorized agent for the purpose of administration of the Agreement is Eddie Crawford, Assistant Superintendent. Said agent shall have final authority for approval and acceptance of the Provider/Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement.

Section 3 - Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 4 - Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5 - Assignability: The Provider/Contractor's rights and obligations under this Agreement are personal and not assignable or transferable.

Section 6 - Choice of Law: The laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

Section 7 - Data: The Provider/Contractor agrees that any information and data received by the Provider/Contractor during the term of this Agreement shall be treated and maintained by the Provider/Contractor in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including, but not limited to, the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Provider/Contractor in the performance of the Provider/Contractor's obligations under this Agreement shall be the exclusive property of the School District, and any such data and materials shall be remitted to the School District by the Provider/Contractor upon completion or termination of this Agreement.

Section 8 - Entire Agreement: This Agreement is the entire agreement between the School District and the Provider/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. 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.

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.

Dated:

INDEPENDENT SCHOOL DISTRICT 709

By:

Position/Title:

PROVIDER/CONTRACTOR

By:

Position/Title:

Addendum:

1. If a team competition/activity is involved, all of the participants must be fully enrolled at Independent School District 709. Students from other School districts may participate in a team competition/activity if their resident school district does not have the activity and a cooperative arrangement can be competed between their resident district and the Independent Provider.

- ## CRITERIA OF CONTENT FORM