

**AGREEMENT TO PROVIDE SPECIAL STUDENT SERVICES
BY AND BETWEEN
MEDFORD PUBLIC SCHOOLS (763) and WASECA PUBLIC SCHOOLS (829)**

CONTRACTOR DISTRICT:	Waseca Public Schools 829 Tom Lee, Superintendent
CONTRACTING DISTRICT:	Medford Public Schools 763 Rich Dahman, Superintendent
AGREEMENT DESCRIPTION:	MA Billing for Medford School by Tracy Helms
TERM OF AGREEMENT	7/1/2016 through 6/30/2017
SERVICE SITE	Medford School
COMPENSATION	\$6,400 with half to be invoiced by Waseca after 12/31/2016 and half after 6/30/2017

SIGNING BELOW ACKNOWLEDGES THAT BOTH PARTIES HAVE READ, UNDERSTAND AND ARE BOUND BY THIS AGREEMENT, INCLUDING THE ATTACHED TERMS AND CONDITIONS, AND ANY APPENDICES THERETO, ALL OF WHICH ARE INCORPORATED INTO AND MADE AN INTEGRAL PART OF THIS AGREEMENT.

ISD 763-Medford Public Schools

ISD 829 - Waseca Public Schools

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SPECIAL STUDENT SERVICES AGREEMENT
TERMS AND CONDITIONS

1. Independent Contractor: ISD 829: (a) Contractor is an independent school district. (b) Nothing contained in this Agreement shall be construed to imply a joint venture partnership, or principal-agent relationship between the parties. Neither party shall have any right, power or authority to act or create any obligation on behalf of the other party. (c) Contractor shall in no sense be considered an employee or an agent of ISD 763, nor shall it be entitled or eligible to participate in any benefits or privileges given or extended by ISD 763 to its employees, or be deemed an employee of ISD 763 for purposes of Federal or State withholding taxes, F.I.C.A. taxes and Unemployment Benefits, or otherwise. Contractor will make all required F.I.C.A. and Unemployment contributions due on behalf of itself and its employees. (d) Contractor warrants that no other party has exclusive rights to its services in the areas specified in this Agreement and that Contractor is in no way compromising any right or trust relationship between any other party and Contractor. (e) Contractor agrees that the act of entering into this Agreement and performing the Services hereunder will not create a conflict of interest for Contractor.
2. Special Education Services: Contractor understands and agrees that the services to be provided hereunder are for ISD 763 students who have IEP/IFSP/IIIP's documenting the students' needs for special services. The services to be provided under this Agreement are deemed necessary to meet unique identified needs of students with a disability and are therefore necessary for the student to make progress on the IEP goals and/or to access the general education curriculum.
3. Contractor Employees to Have Minnesota Department of Education (MDE) or Other Appropriate Licensure: Contractor shall provide only those personnel who are properly licensed by MDE to perform the services specified herein to ISD 763 for the term specified or for such shorter periods of time as ISD 763 may desire. Minnesota Rule 3525.1550 specifically addresses those requirements and its provisions are hereby incorporated into and made a part hereof by reference. Contractor shall cause all of its personnel who provide services to ISD 763 pursuant to this Agreement to execute agreements with Contractor, which will place Contractor in a position to fulfill its obligations under this Agreement. Employees of ISD 829 must clear a criminal background check conducted by the Minnesota Bureau of Criminal Apprehension and, if they have lived outside the state of Minnesota, must show evidence of passing a federal criminal background check.
4. Offer of Testimony: If Contractor and/or its employees are needed, at any time, to give testimony, evidence, or opinions in any litigation concerning services provided for under this Agreement, Contractor agrees to do so and to cause its employees to do so and Contractor shall be paid at the rate provided for in this Agreement for the Contractor's and/or its employees' time so long as this Agreement shall be in force, and after this Agreement is terminated, or in the event a necessary employee is no longer employed by Contractor, at a rate mutually agreeable to Contractor or the former employee as the case may be, and ISD 763, plus reasonable travel or other expenses.
5. Subcontracting and Assignments: None of the Services to be performed under this Agreement may be subcontracted or assigned to any other entity other than ISD 763 without ISD 829's prior written consent.
6. Insurance: Contractor ISD 829 shall carry the following minimum insurance coverage at Contractor's expense, during the term of this Agreement:
 - Employer's Liability Insurance and Workers' Compensation Insurance as required by laws of the state wherein the work is to be performed.
 - General Liability Insurance, \$1,000,000 per occurrence.
 - Professional Liability Insurance, \$1,000,000 per occurrence.
 - Comprehensive Automobile Liability Insurance with a \$1,000,000 combined single limit.
7. Invoice: Contractor shall invoice ISD 763 at the address and according to the schedule shown on the front of this Agreement. Invoice will reference this Agreement and will be due and payable by ISD 763 as specified under COMPENSATION on the front page of this Agreement.
8. Compliance with Applicable Laws: Contractor ISD 829 and Contracting ISD 763 warrant that they will comply with all applicable federal, state and local laws.
9. Amendments: This Agreement may not be modified, amended, rescinded, canceled or waived in whole or in part, except by a written instrument signed by both parties.
10. Entire Agreement: This Agreement, including any appendices attached hereto and made a part hereof, constitutes and expresses the entire agreement and understanding between the parties relative to the services. All previous discussions, promises, representations, and understandings between the parties are merged into this Agreement.