



DEFINING EXCELLENCE

Board Meeting Date: 8/14/2023

Title: Toneworks Music Therapy Services, LLC

Type: Consent

Presenter(s): Jody Remsing

Description: The purpose of this Agreement is to create an agreement between Toneworks Music Therapy Services, LLC and Edina Public Schools to provide up to 24 hours of music therapy per week for the 2023-2024 school year.

Recommendation: Approve the attached service agreement between Toneworks Music Therapy Services, LLC and Edina Public Schools.

Desired Outcome(s) from the Board: Approve the attached independent contractor agreement from Toneworks Music Therapy Services, LLC.

Attachments: Independent Contractor Agreement from Toneworks Music Therapy Services, LLC.

**INDEPENDENT CONTRACTOR'S AGREEMENT BETWEEN EDINA PUBLIC SCHOOLS
AND TONEWORKS MUSIC THERAPY SERVICES, LLC**

1. **Services:** Alexa Rosenbaum, Lyndie Walker, or Corinne Bellot of Toneworks Music Therapy Services, LLC, (hereafter Contractor) will provide the following services: up to 24 hours of music therapy services per week for the 2023-2024 school year. Music therapy services can be provided in person or in synchronous online learning groups in real time.
2. **Independent Contractor/Incidentals:** Contractor acknowledges that it is an independent contractor and will not be subject to the control of the EDINA PUBLIC SCHOOLS (EPS), but shall perform his services, as required by law, in the exercise of his professional judgment and discretion. Further EPS shall not provide Contractor with any benefits, including health, worker's compensation, and/or unemployment insurance. Contractor shall furnish all transportation and personal incidentals necessary in the performance of this Agreement at Contractor's own expense.
3. **Consideration:** Contractor shall provide services described above in Part 1. EPS will pay Contractor \$ 94.00 per hour for services performed under this Agreement. All cancellations less than 24 hours in advance will be charged at \$60 per hour. The agreed upon fee is all-inclusive; and once maximum amount is reached, no additional payment or reimbursement will be made by EPS. Contractor will submit invoices to EPS, attn Mary Jackson, each month listing the dates and hour worked, along with group data from each session that Contractor is required to maintain. Payment for each invoice will be made by EPS within thirty (30) days. Contractor will be responsible for all applicable social security and personal income taxes, and Contractor shall indemnify and hold EPS harmless in this regard.
4. **Professional responsibilities:** Contractor will not be supervised or evaluated by EPS personnel in the actual performance of the services. Contractor agrees, however, that Contractor will perform his/her duties in a good, workmanlike and professional manner. Contractor will not be required to attend EPS staff meetings or any EPS trainings. Contractor agrees to maintain required professional licensure (including required training), if any, and to provide a copy of Contractor's current, valid license(s), if any, to EPS, for the purpose of lawfully providing the services required under this Agreement, if required.
5. **Liability:** The contractor maintains professional liability insurance coverage that will cover claims that may result from the contractor's sole negligence. Proof of this insurance is available upon request.
6. **Work made for hire:** All information, materials, and products developed pursuant to this Agreement shall be deemed "work made for hire" and remain the property of EPS, and Contractor shall not assert any claim in law or equity or assert any claim of statutory copyright or patent in such information, materials, and products without the prior written permission of EPS.
7. **Compliance with FERPA:** The Family Educational Rights and Privacy Act, 20 U.S.C. 1232g. (FERPA) is a federal law that protects the privacy interests of parents and students with regard to education records. As an independent contractor for EPS or entity who has contracted with EPS to perform a special task, if contractor receives confidential student information or education records about a student as part of fulfillment of contractor's professional responsibilities to EPS, contractor will not disclose the information received to anyone who does not have a legitimate educational interest. Furthermore, contractor will seek guidance from the person to whom you report to or work with at EPS before releasing student record information in any part. Statutory exceptions applicable to the prior consent requirement are set forth in detail under Section 99.31 of the FERPA regulations in Part 34 of the Code of Federal Regulations.

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8. **Waiver/Governing law/jurisdiction:** This Agreement shall be governed by the laws of the State of Minnesota without regard to conflicts of law principles. Mandatory and exclusive venue for any dispute arising out of these immunities provided EPS employees, officers, or agents, under Minnesota of federal law.
9. **Term of Agreement:** This Agreement shall commence on 8/21/2023 and terminate on 5/31/2024. This Agreement may be terminated without cause by EPS or Contractor by giving thirty (30) days written notice. **If Contractor fails to comply with any provision in this Agreement, EPS may immediately terminate without penalty and without any monetary or other obligation to Contractor.** If terminated, Contractor may submit invoices for work completed prior to termination.
10. **Entire Agreement/Amendments/Assignment:** This Agreement supersedes all previous oral and/or written agreements and constitutes the entire Agreement relating to Contractor's provision of services to EPS. This Agreement may only be amended by mutual written consent of both EPS and Contractor. Neither this Agreement nor any duties or obligations hereunder shall be assignable by the Contractor without EPS's prior written consent.
11. **Indemnity:** Contractor agrees to assume the risks related to their performance under this Agreement and agrees to release, indemnify, and hold harmless EPS from and against all liability, claims, demands, damages, judgments and costs for or arising from Contractor's acts or omissions in its performance under this Agreement.

My signature below indicates that I have read and understood this information and expectations set forth above. I and the company listed below will comply with this Agreement, and FERPA and ensure those who work for the company listed below, on a project for EPS, are aware of this Agreement and will comply with this Agreement.

Entered into on this 17th day of July, 2023

CONTRACTOR: TONEWORKS MUSIC THERAPY SERVICES, LLC


BY: Lyndie Walker, MT-BC

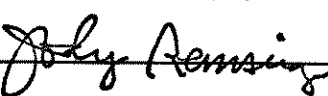
7/17/23
Date

Mailing Address

5600 Lincoln Dr Suite 280, Edina, MN 55436

EIN: 46-1807587

EDINA PUBLIC SCHOOLS


BY: Jody Remsing

7/18/2023
Date

Mailing Address

5701 Normandale Rd Edina, MN 55424