

Eden Prairie High School Office of Student Activities

Independent Provider Extra Curricular Program Information Packet

Includes:

Guidelines for an Independent Provider

**Independent Provider Extra Curricular Program
Application and Approval Form**

Criteria of Content Form

Background Investigation Authorization Form

Student Registration and Parent's Permit & Health Questionnaire

**District 272's Religious, Racial or Sexual
Harassment/Violence Policy**

Independent Provider Awards Report Form

Guidelines for Participation in an Extra Curricular Program using an Independent Provider

This procedure was created to meet the demonstrated student interest in being a part of a school program in areas, which we are unable to provide for due to staffing, facility, budget, or some other limitation.

An **Independent Provider** is defined as an individual, group or organization that provides an opportunity for Eden Prairie High School students to participate in an extra curricular program. The providers are not required to be licensed educators.

Independent Provider status to provide an authorized Eden Prairie High School extra curricular program is approved on an annual basis by the Eden Prairie High School Director of Student Activities. Proposals submitted by Independent Providers are considered in May, August and January of each year. The Independent Provider status is in effect for one calendar year or one season as determined by the Director of Student Activities.

Application Process for Independent Provider:

1. Organizations/individuals interested in applying for Independent Provider status should contact the Office of Student Activities at Eden Prairie High School to receive an information packet.
2. The Independent Provider must complete and submit the following items to Trevor Mbakwe in the Office of Student Activities:
 - a) **Independent Provider Extra Curricular Program Application and Approval Form**
 - b) **Summary of program being proposed**
 - c) **[Background Investigation Authorization](#) Form and \$20.00 fee for each coach/advisor.**
 - d) **Proof of general liability insurance and workers compensation coverage if activity is held on district grounds**
 - e) **A complete schedule of activities.**
3. The program content must meet the criteria for awards as outlined in this handout. The provider will include a description of how each of the criteria will be met. Subsequent approval of the Independent Provider proposal is dependent upon rigorous adherence to the Eden Prairie High School guidelines.
4. The Independent Provider applicant shall provide the school district with written authorizations for criminal background checks that will be done on [all employees or volunteers](#) who will be working with Eden Prairie High School students. The Independent Provider shall bear the cost of the background checks for its personnel.

Administering an Independent Provider Extra Curricular Program:

1. The Office of Student Activities will provide a link to its Student Registration form to the Independent Provider. The purpose of this link is to assure that students and parents/guardians understand the responsibilities that must be assumed when participating in an extra curricular program conducted by an Independent Provider. Participants must submit completed **Student Registration Forms, Parent's Permit and Health Questionnaires and registration fees** via "My Payments plus" to the Office of Student Activities prior to the athlete participating in events and/or practices.
2. The Independent Provider must provide a **5" x 7" team photo** by February 1 to the yearbook advisor for publication in the Eden Prairie High School yearbook.
3. Within five days of the completion of the program's season, the Independent Provider will submit their **Awards Report Form** to the Office of Student Activities so that school awards may be prepared.

Independent Provider Extra Curricular Program Application and Approval Form

Today's Date _____

Independent Provider Program _____
Contact Person _____

Address _____ **City** _____ **State** _____ **Zip** _____

Day Phone () _____ **Evening Phone ()** _____

Program Content Criteria

1. Program offerings must be within the mission of the school district and consistent with community standards and values.
2. The program may not duplicate an existing high school extra curricular program.
3. The program may not represent themselves as a school sponsored activity. In addition, participation in EPHS special events, competitions and pep fest will be approved by the Activities Director or designee only when the school sponsored activities are not scheduled to perform and the Independent provider has met all school district and student activity guidelines for approval.
4. The Independent Provider will provide to the school district written authorization for criminal background checks and a \$20.00 background check fee on all employees who will be working with the students. The Independent Provider will provide to the school district proof of adequate liability insurance to provide for the safety of the student participants naming Independent School District 272 as an additional insured party.
5. The Independent Provider will provide to the school district proof of adequate worker's compensation coverage.
6. The School District will provide copies of its Sexual, Racial, Religious Harassment and Violence policies to the Independent Provider for distribution to all personnel who will be working with the students.
7. All students participating in this program will be currently and fully enrolled students of Eden Prairie High School. Students enrolled in grades below grade 9 are not eligible for this program. If a team competition is involved, all of the student participants must be Eden Prairie High School students.
Such a team will not be allowed to use Eden Prairie High School's name, nickname, and school colors in their competition.
8. If students compete only on an individual basis, students from other schools may be in the program, but only Eden Prairie High School students will be eligible for Eden Prairie awards. **Individuals will not be allowed to use Eden Prairie High School's name, nickname or mascot in their competition.**
9. All students will be responsible for all school district rules and policies concerning student activities including, but not limited to, attendance, conduct, scholastic standing, and other eligibility requirements.
10. Each student must complete a student registration form and pay a \$30.00 registration/awards fee. The Independent Provider will submit completed registration forms and fees to Trevor Mbakwe in the Office of Student Activities.
11. Student participants will be eligible to receive school awards. To be eligible to receive a varsity chenille the participant must meet the following criteria:
 - There must be a time commitment roughly equivalent to other Eden Prairie activities of at least 150 hours during the "season" of participation.
 - There must be "publicness" to the activity in the form of contests, performances, etc.
 - The participation must be at an "advanced" as opposed to "entry" level.
12. All costs associated with the program will be borne by the independent provider or by the participants on a tuition basis.
13. In general the activities of the program will be conducted at the site of the Independent Provider, but District

facilities may be used on an availability basis and at the applicable rental rate.

- See Reverse -

Activities Office Awards Report

Activity

I hereby certify that the following students have earned the awards indicated for participation in accordance with Eden Prairie departmental policies.

Level

Coach/Advisor/Director

Year

FOR COACH, ADVISOR, or DIRECTOR USE

Indicate participation level as "L" for lettering or "P" for a participation only certificate. Remember to indicate your athletes who are awarded All Conference, All State, or Honorable Mention. **Indicate any special awards - Varsity level only.**

FOR OFFICE USE ONLY

[illegible][illegible]

District 272's Sexual, Racial Religious Harassment and Violence Policy

Independent School District 272 has adopted a Religious, Racial or Sexual Harassment and Violence policy. It is the policy of the Eden Prairie Schools to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence.

Definitions

Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct

- Has the purpose or effect of creating an intimidating, hostile or offensive academic environment;
- Has the purpose or effect of substantially or unreasonably interfering with an individual's academic performance; or
- Otherwise adversely affects an individual's academic opportunities.

Religious harassment may include, but is not limited to:

- Derogatory remarks about another person's religious dress such as head coverings.
- Producing intimidating graffiti such as swastikas.
- Using expressions such as "to Jew someone down."
- Pranks, sabotage, teasing or verbal abuse directed toward a student or staff member because of his or her religious beliefs.

Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct

- Has the purpose or effect of creating an intimidating, hostile or offensive academic environment;
- Has the purpose or effect of substantially or unreasonably interfering with an individual's academic performance; or
- Otherwise adversely affects an individual's academic opportunities.

Racial harassment may include, but is not limited to:

- Use of derogatory remarks related to race.
- Making derogatory remarks about skin color.
- Producing intimidating graffiti such as swastikas or pictures of lynchings.

- Producing intimidating slogans such as "KKK rules," or "The South shall rise again."

Sexual harassment is any unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when

- Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining an education; or
- Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's education; or
- That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's education, or creating an intimidating, hostile or offensive educational environment.

Sexual harassment may include, but is not limited to:

- Unwelcome verbal harassment or abuse;
- Unwelcome pressure for sexual activity;
- Unwelcome, sexually motivated or inappropriate patting, pinching, or physical contact, other than necessary restraint of pupil(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property;
- Displaying offensive written materials, letters, or other forms of communication of sexual nature;
- Displaying offensive pictures, posters, or other graphics of a sexual nature;
- Wearing offensive clothing containing words or graphics of a sexual nature;
- Unwelcome sexual behavior or words including demands for sexual favors accompanied by implied or overt threats concerning an individual's educational status;
- Unwelcome sexual behavior or words including demands for sexual favors accompanied by implied or overt promises of preferential treatment concerning an individual's educational status;

- Unwelcome behavior or words directed at an individual because of gender or sexual orientation.

Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.

Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.

Sexual violence is a physical act of aggression or force or the threat thereof, which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes Section 609.341, include the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

Reporting Procedure

Any person who believes he or she has been the victim of religious, racial or sexual harassment or violence by a pupil, teacher, administrator or other personnel of the school district, or any person with knowledge or belief of conduct which may constitute religious, racial or sexual harassment or violence toward a pupil, teacher, administrator or other school personnel should report the alleged acts immediately to an appropriate school district official.

The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports will be considered complaints as well. Nothing in the policy will prevent any person from reporting harassment or violence directly to a district human rights officer or to the superintendent.

Students are encouraged to report incidents of religious, racial or sexual harassment/violence to the building principal/designee. Students may also make reports of religious, racial or sexual harassment to a teacher or counselor, who will then notify the building principal/designee of the allegation. The building principal/designee must report the allegation to the Executive Director of Human Resources immediately. If the report was given verbally, the allegation must be given in written form to the Executive Director of Human Resources within 48 hours. Secondly, the building principal/designee will conduct an

investigation into the allegation, which may include the following:

- A contact with parents/guardians of all minors involved.
- The notification of the police liaison officer for assistance in the investigation and possible legal assistance.
- Interview with all identified individuals with possible information about the allegation.

Outcomes

Racial, religious or sexual harassment/violence may result in any of the following actions as determined by the building principal/designee after completion of the investigation:

- Suspension and/or detention of the harasser.
- Referral to a social agency/social worker.
- Legal intervention, which could include a formal charge.
- Requiring an apology is made to the victim.
- Recommendation to the superintendent to begin an expulsion process against the harasser.
- Recommendation to the superintendent to protect the victim, staff, or other students.
- Any combination of the above outcomes.
- Other action at the discretion of the school district.

After a student reports an incident, if it is not resolved to his/her satisfaction or the satisfaction of the student's parents/guardians, a formal grievance may be filed with the superintendent of schools. The formal grievance procedure is set forth in School District Policy No. 401.1.1R.

A copy of the complete district policy may be obtained in the office of the building principal, or through school district offices. This information relates specifically to student, but is not intended to be a comprehensive version of the district's Religious, Racial or Sexual Harassment and Violence policy.

Wearing clothing containing offensive words or graphics of a sexual, racial, religious, or mind-altering chemical nature is prohibited by district policies.

Agreement For The Provision Of Services To Independent School District No. 272 (Eden Prairie)

THIS AGREEMENT, is made and entered into by and between Independent School District No. 272, Eden Prairie (hereinafter referred to as the "School District", and _____ (hereinafter referred to as the "Provider/Contractor").

RECITALS

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

WHEREAS, the Provider/Contractor is duly qualified and willing to provide said extra-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; and
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 consideration, 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 _____. 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 _____ (____) 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. However, the Provider/Contractor shall devote approximately one hundred fifty (150) hours per "season" to the Provider/Contractor's duties in accordance with this Agreement.

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 _____. 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 No. 272
Eden Prairie High School
Office of Student Activities
17185 Valley View Road
Eden Prairie, MN 55344-2292
Attention: Student Activities Coordinator

To the Provider/Contractor:

Section 2. Authorized Agent of the School District: The School District's authorized agent for the purpose of administration of the Agreement is Joe Perkl. 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 NO. 272

By: _____

Position/Title: _____

PROVIDER/CONTRACTOR

By: _____

Position/Title: _____

EPHS Office of Student Activities Use Only

- _____ The proposed offering is consistent with the district's mission and with the communities' 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 fees 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 School District 272's Sexual, Racial, Religious Harassment and Violence policies to its employees.
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This application is

- _____ **Approved** (All criteria have been met.)
- _____ **NOT** Approved.

Additional comments:

Joe Perkl
Director of Student Activities
Eden Prairie Schools