



## **SERVICE AGREEMENT**

This is a "Service Agreement" between Innovative Quality Schools (referred to as IQS in this Agreement) and Independent Contractor (referred to as IC in this Agreement), to provide consultation services as set forth in this Agreement.

**1. Identity of IQS:** Innovative Quality Schools (IQS) is a Minnesota non-profit corporation, which serves as an authorizer of chartered schools in Minnesota. The mailing address for IQS is PO Box 40219, St. Paul, Minnesota 55104.

**2. Identity of the Independent Contractor:**

**Independent Contractor (IC)**

**Social Security Number (SSN)**

**Street address, City, Minnesota .**

**Phone Number:**

**Email Address:**

**3. Work to be performed:**

The IC may perform any or all of the following services as assigned by Cadre Team Leader:

- A. Mission, Goals, and Program Model
- B. Governance of the School Performance
- C. Evaluation of Student/School Performance
- D. Financial Performance
- E. Operations of the School Performance

For the 2015-2016 school year, the IC will provide professional services for the following schools.

IQS Schools

Assignments (Identified in Section 3)

**4. Conflict of Interest:** The IC represents to IQS that as of the date of this Agreement and the immediately preceding two years, neither IC nor any immediate family member, has had a financial interest in, been a paid consultant to, or a board member or employee of, the IQS school(s) assigned above. IC further agrees to refrain from having a financial interest in, becoming a paid consultant to, or becoming a board member or employee to charter school(s) assigned above for a period of one year following the termination of this Agreement.

**5. Terms of Payment:** IQS will assign IC schools and oversight responsibilities as noted in Section 3 of this Agreement. IQS shall pay IC \$75.00 per hour for work assigned. In order to receive compensation, IC must submit invoice and appropriate reports to IQS Team Leader in the month work was performed; such submittal by the 23<sup>rd</sup> of the month.



**6. Reimbursement of Expenses:** IQS will reimburse IC for mileage at the current rate specified by the Internal Revenue Service for travel to and from IQS consultation functions. Reimbursement will also be provided for lodging when prior approval from the IQS Team Leader is received. Meals are reimbursed when lodging is necessary. Receipts/documentation are required for lodging and meal expenses.

**7. Independent Contractor Status:** IC and IQS intend that an independent contractor relationship will be created by this Agreement. IC is not to be considered an employee of IQS for any purpose, and IC is not entitled to any employee benefits from IQS. IC understands that it is responsible for all federal, state, and local income taxes arising from the provision of services pursuant to this Agreement. No workers compensation insurance shall be obtained by IQS concerning IC or any employees or subcontractors of IC. IC shall comply with the worker's compensation law concerning IC and any employees of IC. IQS shall have the right to control the manner and means of performance of all services hereunder, subject to general standards of performance and direction that may be provided by IQS.

**8. Equipment, Tools, Materials or Supplies, Office, Meeting Space:** IC shall provide their own office space, office equipment, materials, and supplies necessary to complete the work provided for in this Agreement including computer, printer, and Internet connection.

**9. Termination of this Contract:** Without cause, either party may terminate this contact after giving 15 days written notice to the other of the intent to terminate this contract. The parties shall deal with each other in good faith during the 15-day period after any notice of intent to terminate without cause has been given.

**10. Insurance:** IC will maintain appropriate insurance including general liability, automobile and workers compensation insurance. IQS may request proof of such insurance.

**11. Indemnification by IC:** IC will indemnify and defend IQS against all liability, claims, and expenses including reasonable attorneys' fees based on damage or injury to property, employees or students arising in connection with IC's performance of this Agreement. This indemnification will survive termination of this Agreement.

**12. Authority to bind IQS:** IC has no authority to enter into contracts or agreements on behalf of IQS. This agreement does not create a partnership between the parties.

**13. Amendments:** This contract may be supplemented, amended, or revised only by the written agreement of the parties.

BY: \_\_\_\_\_  
Innovative Quality Schools

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Independent Contractor

Date: \_\_\_\_\_