

NORTHEAST SERVICE COOPERATIVE
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into between the Northeast Service Cooperative and the Duluth Public School District (hereinafter referred*to as Consultant) to provide school nursing supports in northeast Minnesota, as described in this agreement.

ARTICLE 1: ENGAGEMENT

- 1.1. Northeast Service Cooperative shall retain Consultant as an independent contractor, and not as an employee, to provide the services outlined below. Further, the relationship shall not be construed as a partnership, joint venture, or any similar arrangement. Consultant shall provide services in a manner consistent with the standards of those who provide services as stated in this agreement.

ARTICLE 2: TERM

- 2.1. Term. This Agreement will be effective from the date of signing and will remain in effect through June 30, 2024, unless earlier terminated pursuant to the terms of this Agreement.

ARTICLE 3: CONSIDERATION

- 3.1. Duluth Public School District Commitments. School will provide a licensed school nurse to perform activities as directed by Northeast Service Cooperative, including the following:
 - 3.1.1. Keep current the database of regional school nurse contact information;
 - 3.1.2. Curate and share resources with school nurses in the region;
 - 3.1.3. Plan, coordinate, and facilitate a monthly School Nurse Community of Practice;
 - 3.1.4. Communicate and collaborate with similar positions within the Minnesota Department of Education, Minnesota Department of Health, and the Minnesota Service Cooperatives; and
 - 3.1.5. Consultant will provide documentation of dates and hours worked, and general activities conducted.
- 3.2. Northeast Service Cooperative Commitments. Northeast Service Cooperative will pay School \$4,000. In addition, Northeast Service Cooperative will pay round-trip mileage for any in-person meetings at Northeast Service Cooperative and travel expenses for any pre-approved conferences.

ARTICLE 4: AUTHORIZED REPRESENTATIVE

- 4.1. Northeast Service Cooperative Authorized Representative. Northeast Service Cooperative's Authorized Representative is Aubrie Hoover, 218-929-1560. She has the responsibility to

monitor Consultant's performance and the authority to accept the services provided under this Agreement.

- 4.2. School's Authorized Representative. School's Authorized Representative is Simone Zurich, Exec. Dir. of Finance & Business Services.

ARTICLE 5: DATA

- 5.1. Government Data. The parties acknowledge that each is subject to the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as to data created and maintained under this Agreement.

ARTICLE 6: GENERAL TERMS

- 6.1. Governing Law Jurisdiction and Attorney 's Fees. This Agreement will be interpreted and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this Agreement will be adjudicated in Todd County, Minnesota. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney's fees from the other party, Assignment. Neither party may assign or otherwise transfer its rights and obligations under this Agreement without prior written consent of the other party. Any prohibited assignment will be invalid,
- 6.3. Independent Contractor. Each party is an independent entity under the terms of this Agreement. Neither party will have the right, power, or authority to act or create any obligation on behalf of the other party. Except as otherwise provided, all operational expenses incurred by either party will be borne by the party incurring the expense.
- 6.4. Hold Harmless. Contractor will indemnify and hold Northeast Service Cooperative harmless from all claims and demands that may result from its acts or omissions in performance of this Agreement. Northeast Service Cooperative responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 6.5. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.6. Severability. If any term of this Agreement is in conflict with or is otherwise unenforceable under any rule, law, or statutory provision, such terms will be deemed stricken from this Agreement, but such invalidity or unenforceability will not invalidate any other terms of the Agreement unless the invalidity or unenforceability of such provisions substantially harms, compromises an integral part of, or are otherwise inseparable from the remainder of this Agreement.
- 6.7. Waiver. Failure by either party to take action or assert any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 6.8. Public and Endorsement.

6.8.1. Any publicity regarding the subject matter of this Agreement must be reviewed by Northeast Service Cooperative and must not be released without prior written approval from Northeast Service Cooperative's Authorized Representative.

6.8.2. Endorsement. Contractor must not claim that Northeast Service Cooperative endorses its products or services.

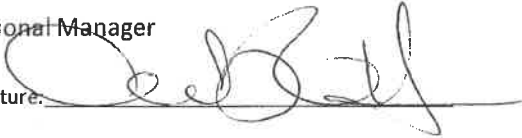
Agreement Complete. This Agreement contains all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

ARTICLE 7: TERMINATION

7.1. Termination Rights. Either party may terminate this Agreement by providing 30 calendar days' written notice to the other party- Should School terminate the contract, the payment due to School will adjust to match the proportion of the contract period completed.

Northeast Service Cooperative
Aubrie Hoover
Behavioral & Mental Health Services
Regional Manager

Signature: _____



DATE: _____

10/3/23

Duluth Public School District
Exec. Dir.

Signature: _____



DATE: _____

10/3/23