

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into between **INDEPENDENT SCHOOL DISTRICT NO. 118, NORTHLAND COMMUNITY SCHOOLS**, hereinafter referred to as "**Northland**" and **INDEPENDENT SCHOOL DISTRICT NO. 317, DEER RIVER SCHOOLS**, hereinafter referred to as "**Deer River**".

RECITALS

The parties hereto recite and declare as follows:

- A. **Northland and Deer River** are public school districts created by and operating under the laws of the state of Minnesota.
- B. **Deer River** desires to purchase and obtain certain professional services from **Northland**: specifically, .7 FTE licensed school psychologist services, for the 2026-2027 school year.
- C. **Northland** desires and agrees to provide the needed professional services to **Deer River**, as set forth herein.

NOW, THEREFORE, FOR THE REASONS SET FORTH ABOVE AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, THE PARTIES COVEANT AND AGREE, AS FOLLOWS:

I. DESCRIPTION OF WORK:

Northland shall provide to **Deer River** the following services:

- A .7 FTE licensed school psychologist services for the 2026-2027 school year;

II. PAYMENT:

Deer River shall pay to **Northland** for the above services, as follows:

The sum of the .7 FTE of MA+45, Step 15 (\$85,987) from the salary schedule in the Northland teacher contract plus benefits and relevant administrative costs payable at the end of FY27, or as otherwise agreed upon by the parties.

III. PERSONNEL PERFORMING SERVICES:

A. Personnel or employees of **Northland** assigned by **Northland** to perform the professional services described above shall be, during the term of this agreement, qualified and properly licensed to perform the duties and services contemplated and intended by this agreement. **Northland** agrees that it shall provide the Superintendent of **Deer River** with the identity and curriculum vitae of the person(s) it intends to assign to the performance of these services at the commencement of the school year, and that every reasonable effort shall be made to provide continuity in the performance of these services throughout the school year. The parties shall meet and confer prior to any such assignment, and must agree on the person(s) assigned by **Northland** to perform the services.

Northland agrees and represents that it shall have subjected any personnel assigned to perform services under this contract to both a criminal history and background check, and shall not assign anyone to perform services under this agreement who has any record or history which would have a negative bearing on that individual's ability to properly and safely perform the services contemplated by this agreement, or who might pose even the slightest risk to co-employees or students with whom he/she may come into contact.

B. **Northland** assumes full responsibility for its employee/personnel providing services hereunder, and will make all deductions required of employers by state, federal and local laws, including deductions for TRA, social security and withholding taxes, and contributions for unemployment compensation; and shall maintain workers' compensation and liability insurance coverage for such employee.

C. **Northland** shall not be permitted to subcontract any of the services to be provided hereunder to any other entity, without the express written consent of **Deer River**.

IV. RELATIONSHIP OF PARTIES:

A. The parties intend that an independent contractor relationship be created by this contract. The overall conduct and control of the services performed under this agreement will lie with **Northland**. However, **Northland** agrees and represents that its employees/personnel shall perform said services in accordance with approved methods and procedures for such services and in conformity to federal and state law, rule and policy.

B. **Northland** and its employees/personnel performing services under this contract are not to be considered as agents or employees of **Deer River** for any purpose, and **Northland's** personnel/employees will not be entitled to any benefits from **Deer River** or to any of the benefits and rights which **Deer River** provides its own employees.

V. DURATION:

A. The agreement shall continue throughout 2026-2027 school year and shall automatically terminate at that time, unless renewed or extended by written agreement of the parties.

VI. COMPLIANCE WITH POLICIES AND PROCEDURES:

A. **Northland** agrees that its personnel/employee assigned to perform services under this contract shall fully comply with all policies and procedures of **Deer River**, and will be subject to on-site, day-to-day direction of the superintendent and building principal of **Deer River** relative to the performance of such services, so as to conform to the needs and mission of **Deer River**. Any deficiency, failure, or refusal on the part of any employees of **Northland** assigned to perform the services with regard to compliance with the policies and procedures of **Deer River** and the directions of its site administrator or superintendent shall be both orally and in written form brought to the attention of the designated **Northland** administrator having oversight responsibilities over said employee.

B. **Northland** agrees that its employee assigned to perform services under this agreement shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data. Further, the conduct and actions of any such employee, whether by omission or commission, shall not violate any of the policies and rules of **Northland**; with any such violation of policy or rule to be considered also a violation of policy or rule of **Deer River**.

C. **Northland** agrees and represents that its employee will not perform any of the services contemplated and intended by this agreement after having used or consumed any alcoholic beverages, illegal drugs, or after misusing prescription drugs.

D. The parties agree that any violation or non-compliance by the employee assigned by **Northland** to perform services under this agreement shall be dealt with by **Northland**, and shall be subject to **Northland's** collective bargaining agreement and disciplinary process. However, **Deer River** shall have the right to request removal of any such employee from performing services under this agreement, and have the right to have another **Northland** employee assigned to perform said services.

E. All written information, data, student records, personnel records and other data compiled or kept in conjunction with the services performed under this contract, or related thereto, will be subject to state and federal data practice laws and rules to the extent that each party to this contract complies with and safeguards its own data. Each party shall be responsible for its own wrongful acts with regard to the inappropriate or unlawful release of protected data, but shall be allowed and authorized to have access to each other's data to the extent necessary to perform services under this agreement.

VII. LIABILITIES AND INDEMNIFICATION:

A. **Northland** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees assigned to perform services under this agreement and arising directly or indirectly from the performance of those services. **Northland** agrees that it shall hold **Deer River** harmless from and for any claim or cause of action which might arise therefrom.

B. **Deer River** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees. **Deer River** agrees that it shall indemnify and hold **Northland** harmless from and for any claim or cause of action which might arise therefrom.

VIII. DISPUTE RESOLUTION:

The parties agree that any and all disputes arising out of this agreement shall be subject to binding arbitration through the Minnesota Bureau of Mediation Services, and shall be conducted in accordance with its procedures and rules. Under no circumstances, shall the arbitrator render a decision which is outside the parameters and the specific terms and provisions of this agreement.

XI. TERMS TO BE EXCLUSIVE:

A. The entire agreement between the parties with respect to the services provided hereunder is contained in this agreement.

B. The provisions of this agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity.

X. WAIVER OR MODIFICATION OF TERMS.

No waiver, alteration or modification any of the terms and provisions of this agreement shall be binding unless in written form and signed and executed by the authorized representatives of the parties hereto.

"Deer River":

**INDEPENDENT SCHOOL DISTRICT NO. 317,
Deer River Schools,**

By _____
Authorized Signature

Date _____

"Northland":

**INDEPENDENT SCHOOL DISTRICT NO. 118,
NORTHLAND**

By _____
Authorized Signature

Date _____