**SERVICE AGREEMENT**

**NURSING/HEALTH COORDINATOR SERVICES**

This contract is entered into this **25th** day of **March**, **2024**, by and between **CONTRACTOR**, whose address is **ADDRESS** (the “Contractor”) and the **Mercer County Board of Education**, 530 Perryville Street, Harrodsburg, Mercer County, Kentucky 40330 (the “School”), acting by and through its duly authorized officers and pursuant to resolution authorizing the execution of this contract by its School, upon the terms and conditions set forth herein.

**I.**

This agreement shall become effective on the **25th** day of **March, 2024**, and will continue

in effect until the services provided for herein have been performed through the **30th** day of **June, 2024**.

**II.**

Contractor agrees to perform Nursing and Health Coordinator Services for School in accordance with board policies and procedures and federal and state law.

**III.**

The School shall not supervise, direct or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences or procedures of work or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. School will not be responsible for Contractor’s failure to perform or furnish the Work in accordance with the Contract Documents.

**IV.**

To the fullest extent permitted by law, contractor expressly agrees to defend, indemnify and hold harmless the school, its officers, agents, attorneys and employees against claims, damages, losses and expenses, including attorney’s fees and expert fees arising out of or resulting from the performance of the work of the contractor attributable to personal injury, death, property damage environmental damage and economic loss caused by negligent acts or omissions of the contractor or anyone directly or indirectly employed by it or anyone whose acts for which they may be liable, if such claim, damage, loss or expense is caused in whole or in part by contractor. Contractor is not responsible to defend, indemnify and hold harmless from and against claims, damages, losses and expenses that are solely caused by the school.

**V.**

The contractor will be provided with professional liability insurance by the School, and shall follow all board policies and procedures, along with all federal and state laws in relation to their position.

**VI.**

This contract shall be construed under and in accordance with the laws of the State of Kentucky, and all obligations of the parties created hereunder are performable in Mercer County, Kentucky. Any dispute of these terms shall be exclusively be resolved in Mercer Circuit or Mercer District Court, in Mercer County, Kentucky.

**VII.**

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery or by United States mail. Notice to the Contractor and the School shall be sufficient if addressed as follows:

School

Mercer County Board of Education

530 Perryville Street

Harrodsburg, KY 40330

Contractor

**CONTRACTOR ADDRESS**

**VIII.**

Should the School at any time become dissatisfied with the Contractor’s performance under this agreement or should environmental conditions necessitate, the School may terminate this contract, Contractor will only be entitled to payment for time and service actually provided and approved by the School. The School shall be the sole judge as to whether the performance of the Contractor is satisfactory or whether the environmental conditions affecting the School require termination.

**IX.**

The agreed upon price for services for the period of the contract is \_\_\_\_\_\_/hour with a minimum of $3,200 for the service period. Contractor will invoice the district on a monthly basis following services performed for the prior month, with the exception of June. Any remaining funds due to the Contractor will be paid by the School no later than June 30, 2024.

**X.**

No assignment of this agreement or any duties or obligation or performance hereunder shall be made in whole or in part by the Contractor without the prior written consent of the School.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective corporate and public entities have caused this agreement to be executed in multiple copies on the date and year first above written.

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Mercer County School District Contractor

ATTEST:

Finance Officer