This letter sets forth the terms and conditions of an Agreement (“Agreement”) for Consulting Services between Minnesota Training Partnership (“Consultant”) and the Minnesota American Federation of Labor and Congress of Industrial Organizations ("MN AFL-CIO"), located at 175 Aurora Ave, St. Paul, MN 55103. When signed on behalf of Consultant and executed by MN AFL-CIO’s Secretary-Treasurer, this letter will constitute our formal written agreement to the following terms and conditions.

1. CONSULTING SERVICES.

a. Consultant will provide consulting services to the MN AFL-CIO for the period from July 1, 2025, to June 30, 2027. Consultant should not start work for MN AFL-CIO before executing a fully signed agreement. The term of this Agreement may be extended so long as both parties agree, in writing, to such an extension, along with other terms they may deem to be mutually desirable.

b. Pursuant to this Agreement, Consultant shall coordinate, execute, and document trainings for Minnesota nursing home workers consistent with the MN AFL-CIO’s obligations as a Certified Worker Organization and shall:

* Develop a training curriculum and supporting materials for nursing home workers that complies with the requirements of the Nursing Home Workforce Standards Board (“NHWSB”).
* Design and implement training for trainers to ensure that trainers are proficient in the subject matter of the training, facilitation methods, and adult learning principles.
* Respond to follow-up questions from training participants.
* Report on training activities in a manner and form that may be prescribed by the NHWSB.
* Abide by all data policies set forth by the NHWSB.
* Abide by all curriculum requirements set established by the NHWSB.
* Adhere to all of the MN AFL-CIO’s obligations to the NHWSB as set forth in the Statements of Agreement between the NHWSB and the MN AFL-CIO. These include:
  + Appropriately staff trainings in order to be effective and interactive on the established curriculum.
  + Provide certification of the training in a manner prescribed by the Board for the individuals completing the training.
  + Provide a list of workers who completed the training to the Nursing Home employer, and the NHWSB if requested.
  + Share Consultant’s availability with Nursing Home employers in order to schedule trainings on site or in the geographic area.
  + Self-report to the NHWSB and MN AFL-CIO any violations of rules or breaches of data.
  + Enable a NHWSB representative to visit, attend, investigate and audit, as the NHWSB deems necessary, any training, and any activity related hereto without limitation.
  + Notify the NHWSB and MN AFL-CIO in writing of any changes, revisions or updates to the Consultant’s rules, policies and procedures affecting the trainings.
  + Notify the NHWSB and MN AFL-CIO if Consultant will no longer provide worker trainings. Such notification must include any currently scheduled trainings that Consultant will no longer provide. Additionally, Consultant must send certifications to each worker who has already been trained and send any remaining attendee lists not already shared to the Nursing Home employer and NHWSB.
* Adhere to any other requirements established by the NHWSB in relation to its agreement with the MN AFL-CIO.

c. Except as otherwise approved in advance in writing by MN AFL-CIO, the Consultant principal with primary responsibility for all consulting services to be provided pursuant to this Agreement will be Jerome Balsimo, Executive Director. With MN AFL-CIO’s approval, other Consultant staff may assist in providing the services to be performed by Consultant under this Agreement.

d. Consultant agrees that it will use its best efforts during the performance of such

consulting services to promote the interests of MN AFL-CIO and to devote to the business and affairs of MN AFL-CIO during the term of this Agreement such portion of Consultant's time and energies as is necessary to perform such consulting services.

e. Although MN AFL-CIO will not direct or control the manner in which Consultant

performs the services contemplated by this Agreement, Bradley Lehto, Secretary-Treasurer, on behalf of MN AFL-CIO, will provide overall guidance and direction as to the results that Consultant will be expected to achieve and the tasks Consultant will be expected to perform, including approval of assignments and final work products.

2. CONSULTING FEE.

a. For the consulting services performed under this Agreement, MN AFL-CIO agrees to pay Consultant: [To Be Determined]. At the end of each month, Consultant shall submit to MN AFL-CIO a detailed report of work performed and hours spent during the preceding month.

3. REIMBURSEMENT OF EXPENSES AND COSTS.

MN AFL-CIO will reimburse Consultant for necessary travel and other reasonable expenses incurred by employees or contractors of Consultant in performing services under the Agreement, provided that such expenses are preauthorized by MN AFL-CIO before such travel is undertaken. Consultant shall be responsible for arranging and paying their own travel expenses and seeking reimbursement. MN AFL-CIO will not reimburse for alcohol purchases.

4. TERMINATION OF AGREEMENT.

The Agreement may end by expiration. If this Agreement has not expired, this Agreement may be terminated by either party for any reason upon 30 days written notice to the other party. If MN AFL-CIO elects to terminate this Agreement and such termination is “for cause” (i.e., because Consultant failed to perform one or more of its obligations under this Agreement or otherwise failed to abide by its terms), Consultant shall be entitled to no further compensation or any other payments beyond those it received prior to its receipt of the notice of termination, and it shall cease to render further services to MN AFL-CIO immediately. If MN AFL-CIO elects to terminate this Agreement for reasons other than Consultant’s failure to perform one or more of its obligations under this Agreement or otherwise abide by its terms, Consultant shall be entitled to payment for all work performed up until the effective date of the termination of this Agreement. If MN AFL-CIO has paid Consultant, in advance, for all or a portion of Consultant’s services (e.g., through a flat-fee arrangement) and either party elects to terminate this Agreement, Consultant shall be required to promptly refund to MN AFL-CIO the unearned portion of its compensation.

5. CONFIDENTIALITY.

a. Consultant agrees that Consultant will not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than MN AFL-CIO or other persons employed or designated by MN AFL-CIO) any knowledge or information of any type whatsoever acquired by Consultant in the course of the consultancy, including (but not limited to) knowledge or information relating to the business or activities of MN AFL-CIO, including business and activities relating to the services rendered under this Agreement, whether disclosed orally or visually to Consultant and whether stored on any tangible medium or memorialized by Consultant (“Confidential Information”).

b. The term “Confidential Information” includes all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived there from and portions thereof. Such Confidential Information also includes, but is not limited to, all written or audio materials obtained, generated, produced or otherwise acquired during the course of the consultancy, including (but not limited to) any notes, charts, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not Consultant has been notified that such information is Confidential Information.

c. Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Consultant shall return all Confidential Information (as defined above) to MN AFL-CIO, regardless of the form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).

6. MUTUAL INDEMNIFICATION.

Each Party shall indemnify, defend and hold the other Party harmless from all liabilities, costs and expenses (including, without limitation, attorneys fees) that such Party may suffer, sustain or become subject to as a result of any action by the indemnifying Party that causes the other to become liable to a third party for the indemnifying Party’s negligence, gross negligence or willful misconduct in performance of its obligations under this Agreement.

7. INDEPENDENT CONTRACTOR.

Consultant shall perform consulting services pursuant to this Agreement as an independent contractor with respect to MN AFL-CIO, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between MN AFL-CIO and Consultant. Thus, Consultant’s employees will have none of the rights, benefits, duties or obligations typically conferred on an employee of the MN AFL-CIO and Consultant shall, among other things, be solely responsible for the payment of all payroll, social security and income taxes with respect to the compensation received under this Agreement. Further, the scope of Consultant’s authority is expressly limited to serving solely in an advisory and consultative capacity. Consultant will not have, nor will Consultant hold itself out as having, any right, power, or authority to create any contract or obligations, either express or implied, on behalf of, in the name of, or binding upon, the MN AFL-CIO, unless the MN AFL-CIO shall consent thereto in advance in writing.

8. OWNERSHIP OF WORK PRODUCT.

All documents, supporting work papers, work product, files, artwork, computer records, and other materials that Consultant creates and/or produces under this Agreement are the exclusive property of MN AFL-CIO for MN AFL-CIO to use at its discretion. MN AFL-CIO owns all of the rights comprised in the copyright of such items. Consultant may not use any of the documents, supporting work papers or other materials created or produced by Consultant under this Agreement for any purpose without the express written consent of MN AFL-CIO; and Consultant shall have no rights in any such materials.

9. ASSIGNMENT.

Except as specifically set forth in this Agreement, the rights and interests of Consultant in this Agreement may not be sold, transferred, assigned, pledged or hypothecated. The rights and obligations of MN AFL-CIO hereunder shall be binding upon and run in favor of the successors and assigns of MN AFL-CIO. In the event of any attempted assignment or transfer of rights hereunder contrary to the provisions hereof, MN AFL-CIO shall have no further liability for payments hereunder.

10. GOVERNING LAW; CAPTIONS.

This Agreement contains the entire agreement between the parties and shall be governed by the laws of the State of Minnesota. This Agreement may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.

11. PRIOR AGREEMENTS.

This Agreement supersedes and terminates all prior agreements between the parties relating to the subject matter herein addressed.

12. DISPUTES.

If either party has a dispute or claim against the other party (a “Claim”) that has not been resolved informally by the Parties, that party will provide a written description of the Claim to the other party and the Parties shall make a good faith effort to resolve the Claim. Any Claim arising out of or relating to the Agreement that cannot be resolved by the Parties shall be settled by final and binding arbitration by the American Arbitration Association’s Commercial Arbitration Rules and Procedures, as amended by the terms of the Agreement. The arbitration shall take place in the State of Minnesota and conducted in strict confidence. Each party shall bear its own costs and expenses and an equal share of the arbitrator’s and administrative fees of arbitration, and the arbitration and all related proceedings and discovery will take place pursuant to a protective order entered by the arbitrator that adequately protects the confidential nature of the Parties’ proprietary and confidential information. The arbitrator shall apply the substantive law of the State of Minnesota (exclusive of its choice of law principles), or if applicable, U.S. federal law (including federal arbitration law). The arbitrator’s decision shall follow the plain meaning of the relevant documents and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. The arbitrator’s power to award damages shall be limited by the terms of the Agreement, and no arbitration award may provide a remedy beyond those permitted under the Agreement. Any award providing a remedy not permitted under the Agreement will not be valid and shall be vacated. Either party may, without waiving any remedy under the Agreement, seek interim or provisional relief from any court of competent jurisdiction to protect its Confidential Information and property rights, regardless of the mediation and arbitration requirements.

13. SEVERABILITY.

The invalidation of any portion of this Agreement shall not affect the validity of any other provisions. In the event that any portion of this Agreement is held to be invalid, the remaining provisions shall be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

14. NOTICES.

Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of Consultant, to Minnesota Training Partnership, Jerome Balsimo, Executive Director, 175 Aurora Ave. St. Paul, MN 55103, and in the case of MN AFL-CIO, to MN AFL-CIO’s Secretary-Treasurer at its offices at 175 Aurora Ave., St. Paul, MN 55103. or such other address as shall have been specified in writing by either party to the other. In the event that Consultant receives a subpoena or other discovery request arising from work done pursuant to this agreement, Consultant shall promptly notify MN AFL-CIO before taking action and provide MN AFL-CIO with an opportunity to take a position on said request.

15. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile transmitted copy of an individual’s signature shall be considered an original for purposes of enforcement of this agreement.

The parties have executed this Agreement on the dates set forth below. The effective date is stated in the first paragraph of this Agreement.

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Bradley Lehto Date Jerome Balsimo Date

Secretary-Treasurer Executive Director

Minnesota AFL-CIO Minnesota Training Partnership