



"Together We Achieve"

Lakes Country Service Cooperative
1001 E. Mt. Faith
Fergus Falls, MN 56537
Jeremy Kovash, Executive Director

Services Agreement

This "Agreement" is entered into the 1st day of July, 2016 ("Effective Date") between Lakes Country Service Cooperative, a public corporation ("LCSC"), and Pelican Rapids School District, ISD #548 centrally located in Pelican Rapids, Minnesota, ("School").

For good and valuable consideration, the parties agree as follows:

1. Service. The School agrees to purchase from LCSC, and LCSC agrees to perform on behalf of the School, the following "Service":

Early Childhood Support Services as follows:

School Readiness Educator	1536	\$54,693.78
ECFE Coordinator	375	\$15,245.98
ECFE Parent Educator	430	\$17,425.44
ECFE Educator	430	\$14,991.60
ECFE Program Assistant	55	\$1,868.17
United Way Home Visitor	92	\$3,191.67

2. Responsibilities of Parties:

Lakes Country and Member understand and agree that although Employee is employed by Lakes Country, both Lakes Country and Member have the following rights and responsibilities with respect to Employee.

- A. Substitutes. If Employee is absent and Member needs a substitute to cover Employee's assignment, Member may, at Member's cost, hire a substitute.
- B. Unemployment. If Employee separates from employment, Lakes Country shall be considered Employee's employer for unemployment insurance purposes.
- C. Supervision. Employee shall be under Member's direct day-to-day supervision. Lakes Country shall evaluate Employee's work performance and provide Employee's evaluations and performance reviews, which will include feedback from Member. Lakes Country shall retain the sole discretion to make all personnel decisions regarding employee, including the discretion to assign, discharge, or discipline Employee.
- D. Assignment. Lakes Country reserves the right to replace or substitute an appropriately licensed employee in place of Employee named in this contract at its discretion.
- E. Accommodations. Member and Lakes Country agree to share equally in the responsibility to provide any legally-required reasonable accommodations for Employee. To that end, Member and Lakes Country agree that if either of them know or have reason to know that Employee may need reasonable accommodations, they will promptly notify the other of the need, and together with Employee they will engage in any interactive process that may be needed to reasonably accommodate Employee.

- F. Personal Days, Vacations, Sick Leave, Leaves of Absence, etc. Employee's right, if any, to take time off from work shall be controlled by Lakes Country's policies. However, in recognition of the fact that Employee's time away from work directly impacts Member's operations, Member and Lakes Country agree to instruct Employee that s/he shall make requests for such time away from work directly to Member who shall then administer the leave request consistent with Lakes Country's policies. Member agrees to report to Lakes Country any leave taken or requested by Employee.
- G. Investigations and Grievances. Member agrees to promptly report to Lakes Country any complaints or grievances raised by or against Employee, and Lakes Country agrees to investigate and resolve the complaint or grievance in accordance with Lakes Country's policies and procedures and state law, including the Minnesota Government Data Practices Act ("MGDPA") and open meetings laws. Member agrees to cooperate in any such investigation.
- H. Benefits Upon Separation from Employment. In the event that Employee separates from employment, Lakes Country shall be responsible for any benefits to which Employee may be entitled upon separation, and it shall be Lakes Country's responsibility to provide any notices to which Employee may be entitled upon separation.
- I. Employee's Personnel Data. Member and Lakes Country agree that the data they collect regarding Employee is subject to the MGDPA.

3. **Payment.** The School agrees to pay LCSC for the Services as follows:

FY17: \$107,416.64, to be paid upon receipt of invoice (50% of total contract in July 2016, 25% of total contract on January 2017, and final invoice in July 2017). Any additional hours needed beyond the hours of service identified in this contract will be billed at the contracted service rate for each position agreed upon in this contract. Additional hours will be added only upon prior approval by the school.

- 4. **Term.** The Service under this Agreement will begin July 1, 2016 and continue through June 30, 2017. Either party may terminate this Agreement early, effective as of the end of the School's fiscal year, upon not less than 60 days notice given in writing prior to the end of a fiscal year.
- 5. **Law Governing.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota, County of Otter Tail.
- 6. **Insurance.** LCSC agrees to hold and maintain general liability insurance specific to the duties of its employees providing the Service. The School agrees to maintain general liability insurance and insurance necessary to cover claims related to the Service. Nothing in this Agreement shall constitute a waiver by either party of any statutory limitations, exclusions, or exceptions on liability.
- 7. **Risk Management Arrangements.** It is recognized that LCSC is a cooperative of which School is a member, and which is providing the Service as a function which otherwise would be provided by School employees. The parties recognize that LCSC's liability for claims relating to the Service should be limited to any available insurance coverage and in any event to an amount not exceeding certain Service payments made, within the limits in this Section. The following arrangements are in furtherance of the foregoing:
 - a. **Indemnity.** The School agrees to indemnify and hold LCSC and its employees, agents or representatives harmless from all claims, demands, or liability, including attorney's fees, and related expenses, which arise out of or are in any manner connected with the Service, this Agreement, or the School's operations,
 - b. **Standard of Performance; Disclaimer.** LCSC makes no warranties, representations, or guarantees expressed or implied, regarding the service or performance hereunder, and all such are hereby disclaimed by LCSC and waived by School, including but not limited to any implied warranties of merchantability and fitness for a particular purpose. The service will be provided and accepted on an "as is" "where is" basis, without recourse against LCSC.

c. Limitation of Liability. In no event shall LCSC ever be liable to the School or any third party, directly or indirectly, for any sum greater than the total amount of fees for service actually paid to and received by LCSC in the six (6) month period immediately preceding any determination of liability. All other provisions of law, equity, or this agreement or any other document notwithstanding, this and any available insurance is the exclusive remedy available to district, and is in lieu of all other remedies available at law, in equity or otherwise. The foregoing does not, and shall not be construed or deemed to, create any circumstance, express or implied, under which LCSC may be liable to the School, and shall not subvert the indemnity, release and other clauses in this Agreement for the benefit of LCSC.

The provisions of this Section i) shall apply regardless of whether matters are based on breach of warranty, breach of contract, negligence, strict liability, tort, or any other legal theory, ii) shall apply to all matters, whether claimed by or through the School or by or through third parties, including any students, employees, and governmental or regulatory agencies, and iii) shall survive the termination of the Agreement.

8. No Waiver. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or otherwise.
9. Modification. This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both LCSC and the School, and attached hereto.
10. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, Parties hereto have executed this agreement this _____ day of _____, 2016.

LCSC MEMBER SCHOOL DISTRICT

By: Debrah Wanel
Authorized School Official

Date: 5-24-16

LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Executive Director

Date: _____