

Lakes Country Service Cooperative

Jeremy Kovash, Executive Director

1001 E. Mount Faith | Fergus Falls, MN 56537

Phone: (218) 739-3273 | Fax: (218) 739-2459 | www.lcsc.org

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made between Lakes Country Service Cooperative, 1001 Mount Faith, Fergus Falls, MN 56537 ("Lakes Country"), and Pelican Rapids Public Schools ISD #548 which has its principal place of business located at: P.O. Box 642 Pelican Rapids, MN 56572 ("Member").

WHEREAS, Lakes Country is a public corporation created to provide specialized services to member organizations, including Member; and

WHEREAS, Member needs an individual to provide services in the areas specified below ("Services"); and

WHEREAS, Lakes Country employs Janet Woolever ("Employee") who provides the Services; and

WHEREAS, Lakes Country has agreed to assign Employee to Member's work site(s) so that Employee can provide the Services to Member.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises set forth below, the parties agree as follows.

1. Services. Lakes Country agrees to assign Employee to Member's work site(s) to provide the following Services for Member: United Way Home Visitor.

2. Fee for Services. In return for the services provided by Employee, Member agrees to pay Lakes Country \$26.45 per hour of Employee's time worked for 157 hours of work (\$4,152.65). In addition, Member agrees to pay the cost of Employee's benefits as calculated pursuant to Lakes Country policy proportional to the Members use of the Employee's total hours. Member also agrees to pay Lakes Country an administrative fee equal to five percent (5%) of the total contract hours and elected benefits. Estimated total contract amount: \$5,112.87.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2014 until June 30, 2015.

4. 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.

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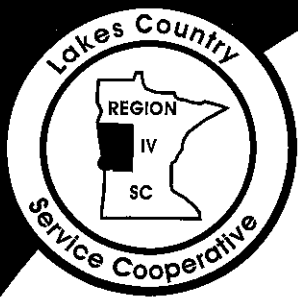
- F. Personal Days, Vacations, Sick Leave, Leaves of Absence, etc. Employee's right, if any, to take time off from work shall be controlled by Lakes Country's policies. However, in recognition of the fact that Employee's time away from work directly impacts Member's operations, Member and Lakes Country 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.
- J. Indemnity. Member shall indemnify and hold Lakes Country and its directors, officers, employees and agents harmless from all claims, liability, damages, costs and expenses of any nature whatsoever arising out of or in connection with Member's performance of this Agreement. Member further agrees to pay all costs and attorney's fees incurred by Lakes Country in defending Lakes Country against any such alleged liability.
- K. Limitation of Authority. Member shall have no authority to bind Lakes Country in any matter whatsoever.
- L. Limitation of Liability. Lakes Country shall not be liable for the negligence, behavior, decisions, actions, or inactions of Member or any of Member's employees, helpers, assistants, workers, agents, or subcontractors. Member shall carry its own general or personal liability insurance and automobile insurance.
- M. Miscellaneous. This Agreement will be construed under the laws of Minnesota. If any portion of this Agreement is found to be invalid, the remainder of it will be valid. Captions are for convenience only, and they do not alter the meaning of the Agreement. Failure to require strict compliance with the terms of this Agreement or to enforce any provision of this Agreement will not be considered a waiver or modification of this Agreement. This Agreement is not transferable and may not be assigned without the express written consent of Lakes Country. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees. This Agreement supersedes all previous contracts, agreements and understandings of the parties, and it constitutes the entire Agreement between them. Lakes Country and Member shall be entitled to no benefit other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect, and no changes in or additions to this Agreement shall be recognized or enforced unless incorporated herein by written amendment, such amendment(s) to become effective on the day stipulated in them. Both parties specifically acknowledge that in entering into and executing this Agreement, they relied solely upon the representations and agreements contained in this Agreement and not others, and they further agree and acknowledge that they have had a reasonable opportunity to consider this agreement before signing it and that they are entering into this agreement voluntarily and of their own free will.

LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Jeremy Kovash, its Executive Director Date

MEMBER

Deborah Wauk 8-11-14
Date



Lakes Country Service Cooperative

Jeremy Kovash, Executive Director

1001 E. Mount Faith | Fergus Falls, MN 56537

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SERVICE AGREEMENT

This Service Agreement ("Agreement") is made between Lakes Country Service Cooperative, 1001 Mount Faith, Fergus Falls, MN 56537 ("Lakes Country"), and Pelican Rapids Public Schools ISD #548 which has its principal place of business located at: P.O. Box 642 Pelican Rapids, MN 56572 ("Member").

WHEREAS, Lakes Country is a public corporation created to provide specialized services to member organizations, including Member; and

WHEREAS, Member needs an individual to provide services in the areas specified below ("Services"); and

WHEREAS, Lakes Country employs Janet Woolever ("Employee") who provides the Services; and

WHEREAS, Lakes Country has agreed to assign Employee to Member's work site(s) so that Employee can provide the Services to Member.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises set forth below, the parties agree as follows.

1. Services. Lakes Country agrees to assign Employee to Member's work site(s) to provide the following Services for Member: United Way Home Visitor.

2. Fee for Services. In return for the services provided by Employee, Member agrees to pay Lakes Country \$26.45 per hour of Employee's time worked for 92 hours of work (\$2,433.40). In addition, Member agrees to pay the cost of Employee's benefits as calculated pursuant to Lakes Country policy proportional to the Members use of the Employee's total hours. Member also agrees to pay Lakes Country an administrative fee equal to five percent (5%) of the total contract hours and elected benefits. Estimated total contract amount: \$2,996.07.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2014 until June 30, 2015.

4. 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.

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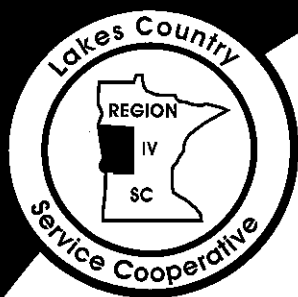
- F. Personal Days, Vacations, Sick Leave, Leaves of Absence, etc. Employee's right, if any, to take time off from work shall be controlled by Lakes Country's policies. However, in recognition of the fact that Employee's time away from work directly impacts Member's operations, Member and Lakes Country 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.
- J. Indemnity. Member shall indemnify and hold Lakes Country and its directors, officers, employees and agents harmless from all claims, liability, damages, costs and expenses of any nature whatsoever arising out of or in connection with Member's performance of this Agreement. Member further agrees to pay all costs and attorney's fees incurred by Lakes Country in defending Lakes Country against any such alleged liability.
- K. Limitation of Authority. Member shall have no authority to bind Lakes Country in any matter whatsoever.
- L. Limitation of Liability. Lakes Country shall not be liable for the negligence, behavior, decisions, actions, or inactions of Member or any of Member's employees, helpers, assistants, workers, agents, or subcontractors. Member shall carry its own general or personal liability insurance and automobile insurance.
- M. Miscellaneous. This Agreement will be construed under the laws of Minnesota. If any portion of this Agreement is found to be invalid, the remainder of it will be valid. Captions are for convenience only, and they do not alter the meaning of the Agreement. Failure to require strict compliance with the terms of this Agreement or to enforce any provision of this Agreement will not be considered a waiver or modification of this Agreement. This Agreement is not transferable and may not be assigned without the express written consent of Lakes Country. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees. This Agreement supersedes all previous contracts, agreements and understandings of the parties, and it constitutes the entire Agreement between them. Lakes Country and Member shall be entitled to no benefit other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect, and no changes in or additions to this Agreement shall be recognized or enforced unless incorporated herein by written amendment, such amendment(s) to become effective on the day stipulated in them. Both parties specifically acknowledge that in entering into and executing this Agreement, they relied solely upon the representations and agreements contained in this Agreement and not others, and they further agree and acknowledge that they have had a reasonable opportunity to consider this agreement before signing it and that they are entering into this agreement voluntarily and of their own free will.

LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Jeremy Kovash, its Executive Director Date

MEMBER

Deborah Waneck 8-11-14
Date



Lakes Country Service Cooperative

Jeremy Kovash, Executive Director

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SERVICE AGREEMENT

This Service Agreement ("Agreement") is made between Lakes Country Service Cooperative, 1001 Mount Faith, Fergus Falls, MN 56537 ("Lakes Country"), and Pelican Rapids Public Schools ISD # 548 which has its principal place of business located at: 310 S. Broadway Pelican Rapids, MN 56572 ("Member").

WHEREAS, Lakes Country is a public corporation created to provide specialized services to member organizations, including Member; and

WHEREAS, Member needs an individual to provide services in the areas specified below ("Services"); and

WHEREAS, Lakes Country employs Janet Woolever ("Employee") who provides the Services; and

WHEREAS, Lakes Country has agreed to assign Employee to Member's work site(s) so that Employee can provide the Services to Member.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises set forth below, the parties agree as follows.

1. Services. Lakes Country agrees to assign Employee to Member's work site(s) to provide the following Services for Member: United Way Home Visitor.

2. Fee for Services. In return for the services provided by Employee, Member agrees to pay Lakes Country \$25.68 per hour of Employee's time worked for up to 4 hours of work, plus Lakes Country's costs for Employee's benefits provided pursuant to Lakes Country policy. Member also agrees to pay Lakes Country an administrative fee equal to five percent (5%) of the total contract amount. Total contract amount: \$125.93.

3. Term of Agreement. The term of this Agreement shall be from April 25, 2014 until June 30, 2014.

4. 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. To that end, Member shall evaluate Employee's work performance and provide Employee's evaluations and performance reviews to Lakes Country. Member may make recommendations to Lakes Country regarding Employee's employment, but Lakes Country shall retain the sole discretion to make all personnel decisions regarding employee, including the discretion to assign, discharge, or discipline Employee.
- D. 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.
- E. 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

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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.

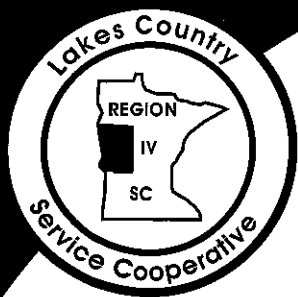
- F. Investigations and Grievances. Member agrees to promptly report to Lakes Country any complaints or grievances raised by or against Employee, and Lakes Country agrees to investigate and resolve the complaint or grievance in accordance with Lakes Country's policies and procedures and state law, including the Minnesota Government Data Practices Act ("MGDPA") and open meetings laws. Member agrees to cooperate in any such investigation.
- G. 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.
- H. Employee's Personnel Data. Member and Lakes Country agree that the data they collect regarding Employee is subject to the MGDPA.
- I. Indemnity. Member shall indemnify and hold Lakes Country and its directors, officers, employees and agents harmless from all claims, liability, damages, costs and expenses of any nature whatsoever arising out of or in connection with Member's performance of this Agreement. Member further agrees to pay all costs and attorney's fees incurred by Lakes Country in defending Lakes Country against any such alleged liability.
- J. Limitation of Authority. Member shall have no authority to bind Lakes Country in any matter whatsoever.
- K. Limitation of Liability. Lakes Country shall not be liable for the negligence, behavior, decisions, actions, or inactions of Member or any of Member's employees, helpers, assistants, workers, agents, or subcontractors. Member shall carry its own general or personal liability insurance and automobile insurance.
- L. Miscellaneous. This Agreement will be construed under the laws of Minnesota. If any portion of this Agreement is found to be invalid, the remainder of it will be valid. Captions are for convenience only, and they do not alter the meaning of the Agreement. Failure to require strict compliance with the terms of this Agreement or to enforce any provision of this Agreement will not be considered a waiver or modification of this Agreement. This Agreement is not transferable and may not be assigned without the express written consent of Lakes Country. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees. This Agreement supersedes all previous contracts, agreements and understandings of the parties, and it constitutes the entire Agreement between them. Lakes Country and Member shall be entitled to no benefit other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect, and no changes in or additions to this Agreement shall be recognized or enforced unless incorporated herein by written amendment, such amendment(s) to become effective on the day stipulated in them. Both parties specifically acknowledge that in entering into and executing this Agreement, they relied solely upon the representations and agreements contained in this Agreement and not others, and they further agree and acknowledge that they have had a reasonable opportunity to consider this agreement before signing it and that they are entering into this agreement voluntarily and of their own free will.

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By: _____
Jeremy Kovash, its Executive Director Date

MEMBER

Debrah Wamuk 8-11-14
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Lakes Country Service Cooperative

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WHEREAS, Lakes Country is a public corporation created to provide specialized services to member organizations, including Member; and

WHEREAS, Member needs an individual to provide services in the areas specified below ("Services"); and

WHEREAS, Lakes Country employs Terra Fitzsimmons ("Employee") who provides the Services; and

WHEREAS, Lakes Country has agreed to assign Employee to Member's work site(s) so that Employee can provide the Services to Member.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises set forth below, the parties agree as follows.

1. Services. Lakes Country agrees to assign Employee to Member's work site(s) to provide the following Services for Member: Caring Connections.

2. Fee for Services. In return for the services provided by Employee, Member agrees to pay Lakes Country \$24.88 per hour of Employee's time worked for 83 hours of work (\$2,065.04). In addition, Member agrees to pay the cost of Employee's benefits as calculated pursuant to Lakes Country policy proportional to the Members use of the Employee's total hours. Member also agrees to pay Lakes Country an administrative fee equal to five percent (5%) of the total contract hours and elected benefits. Estimated total contract amount: \$2,977.31.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2014 until June 30, 2015.

4. 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.

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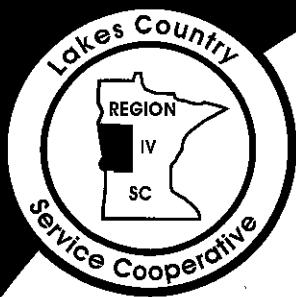
- F. Personal Days, Vacations, Sick Leave, Leaves of Absence, etc. Employee's right, if any, to take time off from work shall be controlled by Lakes Country's policies. However, in recognition of the fact that Employee's time away from work directly impacts Member's operations, Member and Lakes Country 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.
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- K. Limitation of Authority. Member shall have no authority to bind Lakes Country in any matter whatsoever.
- L. Limitation of Liability. Lakes Country shall not be liable for the negligence, behavior, decisions, actions, or inactions of Member or any of Member's employees, helpers, assistants, workers, agents, or subcontractors. Member shall carry its own general or personal liability insurance and automobile insurance.
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WHEREAS, Lakes Country has agreed to assign Employee to Member's work site(s) so that Employee can provide the Services to Member.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises set forth below, the parties agree as follows.

1. Services. Lakes Country agrees to assign Employee to Member's work site(s) to provide the following Services for Member: ECFE Coordinator.

2. Fee for Services. In return for the services provided by Employee, Member agrees to pay Lakes Country \$25.61 per hour of Employee's time worked for 375 hours of work (\$9,603.75). In addition, Member agrees to pay the cost of Employee's benefits as calculated pursuant to Lakes Country policy proportional to the Members use of the Employee's total hours. Member also agrees to pay Lakes Country an administrative fee equal to five percent (5%) of the total contract hours and elected benefits. Estimated total contract amount: \$13,824.74.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2014 until June 30, 2015.

4. 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.

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- 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.

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Jon Karger, Pelican Rapids

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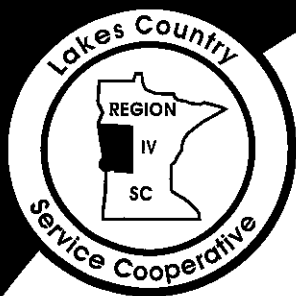
- F. Personal Days, Vacations, Sick Leave, Leaves of Absence, etc. Employee's right, if any, to take time off from work shall be controlled by Lakes Country's policies. However, in recognition of the fact that Employee's time away from work directly impacts Member's operations, Member and Lakes Country 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.
- J. Indemnity. Member shall indemnify and hold Lakes Country and its directors, officers, employees and agents harmless from all claims, liability, damages, costs and expenses of any nature whatsoever arising out of or in connection with Member's performance of this Agreement. Member further agrees to pay all costs and attorney's fees incurred by Lakes Country in defending Lakes Country against any such alleged liability.
- K. Limitation of Authority. Member shall have no authority to bind Lakes Country in any matter whatsoever.
- L. Limitation of Liability. Lakes Country shall not be liable for the negligence, behavior, decisions, actions, or inactions of Member or any of Member's employees, helpers, assistants, workers, agents, or subcontractors. Member shall carry its own general or personal liability insurance and automobile insurance.
- M. Miscellaneous. This Agreement will be construed under the laws of Minnesota. If any portion of this Agreement is found to be invalid, the remainder of it will be valid. Captions are for convenience only, and they do not alter the meaning of the Agreement. Failure to require strict compliance with the terms of this Agreement or to enforce any provision of this Agreement will not be considered a waiver or modification of this Agreement. This Agreement is not transferable and may not be assigned without the express written consent of Lakes Country. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees. This Agreement supersedes all previous contracts, agreements and understandings of the parties, and it constitutes the entire Agreement between them. Lakes Country and Member shall be entitled to no benefit other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect, and no changes in or additions to this Agreement shall be recognized or enforced unless incorporated herein by written amendment, such amendment(s) to become effective on the day stipulated in them. Both parties specifically acknowledge that in entering into and executing this Agreement, they relied solely upon the representations and agreements contained in this Agreement and not others, and they further agree and acknowledge that they have had a reasonable opportunity to consider this agreement before signing it and that they are entering into this agreement voluntarily and of their own free will.

LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Jeremy Kovash, its Executive Director Date

MEMBER

Debrah Waneck 8-11-14
Date



Lakes Country Service Cooperative

Jeremy Kovash, Executive Director

1001 E. Mount Faith | Fergus Falls, MN 56537

Phone: (218) 739-3273 | Fax: (218) 739-2459 | www.lcsc.org

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made between Lakes Country Service Cooperative, 1001 Mount Faith, Fergus Falls, MN 56537 ("Lakes Country"), and Pelican Rapids Public Schools ISD #548 which has its principal place of business located at: P.O. Box 642 Pelican Rapids, MN 56572 ("Member").

WHEREAS, Lakes Country is a public corporation created to provide specialized services to member organizations, including Member; and

WHEREAS, Member needs an individual to provide services in the areas specified below ("Services"); and

WHEREAS, Lakes Country employs Terra Fitzsimmons ("Employee") who provides the Services; and

WHEREAS, Lakes Country has agreed to assign Employee to Member's work site(s) so that Employee can provide the Services to Member.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises set forth below, the parties agree as follows.

1. Services. Lakes Country agrees to assign Employee to Member's work site(s) to provide the following Services for Member: ECFE Parent Educator.

2. Fee for Services. In return for the services provided by Employee, Member agrees to pay Lakes Country \$25.61 per hour of Employee's time worked for 430 hours of work (\$11,012.30). In addition, Member agrees to pay the cost of Employee's benefits as calculated pursuant to Lakes Country policy proportional to the Member's use of the Employee's total hours. Member also agrees to pay Lakes Country an administrative fee equal to five percent (5%) of the total contract hours and elected benefits. Estimated total contract amount: \$15,820.35.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2014 until June 30, 2015.

4. 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.

Service Cooperative Board of Directors

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Supt. Scott Monson, Morris
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Vice Chairperson Norman Kolstad, Underwood
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- 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.
- J. Indemnity. Member shall indemnify and hold Lakes Country and its directors, officers, employees and agents harmless from all claims, liability, damages, costs and expenses of any nature whatsoever arising out of or in connection with Member's performance of this Agreement. Member further agrees to pay all costs and attorney's fees incurred by Lakes Country in defending Lakes Country against any such alleged liability.
- K. Limitation of Authority. Member shall have no authority to bind Lakes Country in any matter whatsoever.
- L. Limitation of Liability. Lakes Country shall not be liable for the negligence, behavior, decisions, actions, or inactions of Member or any of Member's employees, helpers, assistants, workers, agents, or subcontractors. Member shall carry its own general or personal liability insurance and automobile insurance.
- M. Miscellaneous. This Agreement will be construed under the laws of Minnesota. If any portion of this Agreement is found to be invalid, the remainder of it will be valid. Captions are for convenience only, and they do not alter the meaning of the Agreement. Failure to require strict compliance with the terms of this Agreement or to enforce any provision of this Agreement will not be considered a waiver or modification of this Agreement. This Agreement is not transferable and may not be assigned without the express written consent of Lakes Country. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees. This Agreement supersedes all previous contracts, agreements and understandings of the parties, and it constitutes the entire Agreement between them. Lakes Country and Member shall be entitled to no benefit other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect, and no changes in or additions to this Agreement shall be recognized or enforced unless incorporated herein by written amendment, such amendment(s) to become effective on the day stipulated in them. Both parties specifically acknowledge that in entering into and executing this Agreement, they relied solely upon the representations and agreements contained in this Agreement and not others, and they further agree and acknowledge that they have had a reasonable opportunity to consider this agreement before signing it and that they are entering into this agreement voluntarily and of their own free will.

LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Jeremy Kovash, its Executive Director Date

MEMBER

Deborah Wancek 8-11-14
Date



Lakes Country Service Cooperative

Jeremy Kovash, Executive Director

1001 E. Mount Faith | Fergus Falls, MN 56537

Phone: (218) 739-3273 | Fax: (218) 739-2459 | www.lcsc.org

SERVICE AGREEMENT

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WHEREAS, Lakes Country is a public corporation created to provide specialized services to member organizations, including Member; and

WHEREAS, Member needs an individual to provide services in the areas specified below ("Services"); and

WHEREAS, Lakes Country employs Terra Fitzsimmons ("Employee") who provides the Services; and

WHEREAS, Lakes Country has agreed to assign Employee to Member's work site(s) so that Employee can provide the Services to Member.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises set forth below, the parties agree as follows.

1. Services. Lakes Country agrees to assign Employee to Member's work site(s) to provide the following Services for Member: School Readiness Educator.

2. Fee for Services. In return for the services provided by Employee, Member agrees to pay Lakes Country \$22.38 per hour of Employee's time worked for 768 hours of work (\$17,187.84). In addition, Member agrees to pay the cost of Employee's benefits as calculated pursuant to Lakes Country policy proportional to the Members use of the Employee's total hours. Member also agrees to pay Lakes Country an administrative fee equal to five percent (5%) of the total contract hours and elected benefits. Estimated total contract amount: \$25,156.65.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2014 until June 30, 2015.

4. 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.

Service Cooperative Board of Directors

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Warren Nelson, Ashby
Supt. Scott Monson, Morris
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Vice Chairperson Norman Kolstad, Underwood
Hal Leland, City of Fergus Falls
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Clerk Carol Juul, Evansville
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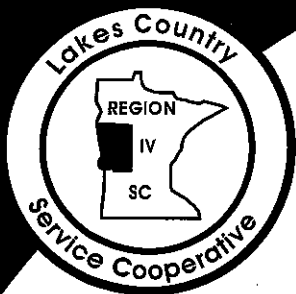
- F. Personal Days, Vacations, Sick Leave, Leaves of Absence, etc. Employee's right, if any, to take time off from work shall be controlled by Lakes Country's policies. However, in recognition of the fact that Employee's time away from work directly impacts Member's operations, Member and Lakes Country 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.
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- J. Indemnity. Member shall indemnify and hold Lakes Country and its directors, officers, employees and agents harmless from all claims, liability, damages, costs and expenses of any nature whatsoever arising out of or in connection with Member's performance of this Agreement. Member further agrees to pay all costs and attorney's fees incurred by Lakes Country in defending Lakes Country against any such alleged liability.
- K. Limitation of Authority. Member shall have no authority to bind Lakes Country in any matter whatsoever.
- L. Limitation of Liability. Lakes Country shall not be liable for the negligence, behavior, decisions, actions, or inactions of Member or any of Member's employees, helpers, assistants, workers, agents, or subcontractors. Member shall carry its own general or personal liability insurance and automobile insurance.
- M. Miscellaneous. This Agreement will be construed under the laws of Minnesota. If any portion of this Agreement is found to be invalid, the remainder of it will be valid. Captions are for convenience only, and they do not alter the meaning of the Agreement. Failure to require strict compliance with the terms of this Agreement or to enforce any provision of this Agreement will not be considered a waiver or modification of this Agreement. This Agreement is not transferable and may not be assigned without the express written consent of Lakes Country. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees. This Agreement supersedes all previous contracts, agreements and understandings of the parties, and it constitutes the entire Agreement between them. Lakes Country and Member shall be entitled to no benefit other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect, and no changes in or additions to this Agreement shall be recognized or enforced unless incorporated herein by written amendment, such amendment(s) to become effective on the day stipulated in them. Both parties specifically acknowledge that in entering into and executing this Agreement, they relied solely upon the representations and agreements contained in this Agreement and not others, and they further agree and acknowledge that they have had a reasonable opportunity to consider this agreement before signing it and that they are entering into this agreement voluntarily and of their own free will.

LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Jeremy Kovash, its Executive Director Date

MEMBER

Deborah Wanek Date
8-11-14



Lakes Country Service Cooperative

Jeremy Kovash, Executive Director

1001 E. Mount Faith | Fergus Falls, MN 56537

Phone: (218) 739-3273 | Fax: (218) 739-2459 | www.lcsc.org

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made between Lakes Country Service Cooperative, 1001 Mount Faith, Fergus Falls, MN 56537 ("Lakes Country"), and Pelican Rapids Public Schools ISD #548 which has its principal place of business located at: P.O. Box 642 Pelican Rapids, MN 56572 ("Member").

WHEREAS, Lakes Country is a public corporation created to provide specialized services to member organizations, including Member; and

WHEREAS, Member needs an individual to provide services in the areas specified below ("Services"); and

WHEREAS, Lakes Country employs Megan King ("Employee") who provides the Services; and

WHEREAS, Lakes Country has agreed to assign Employee to Member's work site(s) so that Employee can provide the Services to Member.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises set forth below, the parties agree as follows.

1. Services. Lakes Country agrees to assign Employee to Member's work site(s) to provide the following Services for Member: ECFE Educator.

2. Fee for Services. In return for the services provided by Employee, Member agrees to pay Lakes Country \$21.31 per hour of Employee's time worked for 430 hours of work (\$9,163.30). In addition, Member agrees to pay the cost of Employee's benefits as calculated pursuant to Lakes Country policy proportional to the Members use of the Employee's total hours. Member also agrees to pay Lakes Country an administrative fee equal to five percent (5%) of the total contract hours and elected benefits. Estimated total contract amount: \$13,538.14.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2014 until June 30, 2015.

4. 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.
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- 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.

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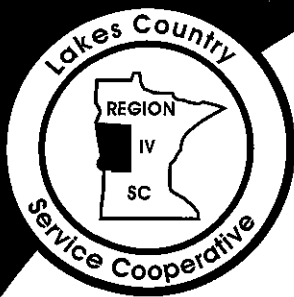
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LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Jeremy Kovash, its Executive Director Date

MEMBER

Deborah Waneh 8-11-14
Date



Lakes Country Service Cooperative

Jeremy Kovash, Executive Director

1001 E. Mount Faith | Fergus Falls, MN 56537

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NOW, THEREFORE, in consideration of the recitals above and the mutual promises set forth below, the parties agree as follows.

1. Services. Lakes Country agrees to assign Employee to Member's work site(s) to provide the following Services for Member: ECFE Program Assistant.

2. Fee for Services. In return for the services provided by Employee, Member agrees to pay Lakes Country \$21.31 per hour of Employee's time worked for 55 hours of work (\$1,172.05). In addition, Member agrees to pay the cost of Employee's benefits as calculated pursuant to Lakes Country policy proportional to the Members use of the Employee's total hours. Member also agrees to pay Lakes Country an administrative fee equal to five percent (5%) of the total contract hours and elected benefits. Estimated total contract amount: \$1,703.68.

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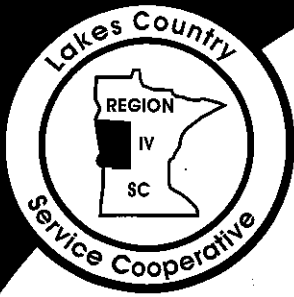
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- K. Limitation of Authority. Member shall have no authority to bind Lakes Country in any matter whatsoever.
- L. Limitation of Liability. Lakes Country shall not be liable for the negligence, behavior, decisions, actions, or inactions of Member or any of Member's employees, helpers, assistants, workers, agents, or subcontractors. Member shall carry its own general or personal liability insurance and automobile insurance.
- M. Miscellaneous. This Agreement will be construed under the laws of Minnesota. If any portion of this Agreement is found to be invalid, the remainder of it will be valid. Captions are for convenience only, and they do not alter the meaning of the Agreement. Failure to require strict compliance with the terms of this Agreement or to enforce any provision of this Agreement will not be considered a waiver or modification of this Agreement. This Agreement is not transferable and may not be assigned without the express written consent of Lakes Country. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees. This Agreement supersedes all previous contracts, agreements and understandings of the parties, and it constitutes the entire Agreement between them. Lakes Country and Member shall be entitled to no benefit other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect, and no changes in or additions to this Agreement shall be recognized or enforced unless incorporated herein by written amendment, such amendment(s) to become effective on the day stipulated in them. Both parties specifically acknowledge that in entering into and executing this Agreement, they relied solely upon the representations and agreements contained in this Agreement and not others, and they further agree and acknowledge that they have had a reasonable opportunity to consider this agreement before signing it and that they are entering into this agreement voluntarily and of their own free will.

LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Jeremy Kovash, its Executive Director Date

MEMBER

Deborah Waneck 8-11-14
Date



Lakes Country Service Cooperative

Jeremy Kovash, Executive Director

1001 E. Mount Faith | Fergus Falls, MN 56537

Phone: (218) 739-3273 | Fax: (218) 739-2459 | www.lcsc.org

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made between Lakes Country Service Cooperative, 1001 Mount Faith, Fergus Falls, MN 56537 ("Lakes Country"), and Pelican Rapids Public Schools ISD #548 which has its principal place of business located at: P.O. Box 642 Pelican Rapids, MN 56572 ("Member").

WHEREAS, Lakes Country is a public corporation created to provide specialized services to member organizations, including Member; and

WHEREAS, Member needs an individual to provide services in the areas specified below ("Services"); and

WHEREAS, Lakes Country employs Megan King ("Employee") who provides the Services; and

WHEREAS, Lakes Country has agreed to assign Employee to Member's work site(s) so that Employee can provide the Services to Member.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises set forth below, the parties agree as follows.

1. Services. Lakes Country agrees to assign Employee to Member's work site(s) to provide the following Services for Member: School Readiness Educator.

2. Fee for Services. In return for the services provided by Employee, Member agrees to pay Lakes Country \$21.31 per hour of Employee's time worked for 768 hours of work (\$16,366.08). In addition, Member agrees to pay the cost of Employee's benefits as calculated pursuant to Lakes Country policy proportional to the Members use of the Employee's total hours. Member also agrees to pay Lakes Country an administrative fee equal to five percent (5%) of the total contract hours and elected benefits. Estimated total contract amount: \$24,142.35.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2014 until June 30, 2015.

4. 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.

Service Cooperative Board of Directors

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To provide and promote the development of quality services that are sensitive and responsive to customers' needs

- 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.
- J. Indemnity. Member shall indemnify and hold Lakes Country and its directors, officers, employees and agents harmless from all claims, liability, damages, costs and expenses of any nature whatsoever arising out of or in connection with Member's performance of this Agreement. Member further agrees to pay all costs and attorney's fees incurred by Lakes Country in defending Lakes Country against any such alleged liability.
- K. Limitation of Authority. Member shall have no authority to bind Lakes Country in any matter whatsoever.
- L. Limitation of Liability. Lakes Country shall not be liable for the negligence, behavior, decisions, actions, or inactions of Member or any of Member's employees, helpers, assistants, workers, agents, or subcontractors. Member shall carry its own general or personal liability insurance and automobile insurance.
- M. Miscellaneous. This Agreement will be construed under the laws of Minnesota. If any portion of this Agreement is found to be invalid, the remainder of it will be valid. Captions are for convenience only, and they do not alter the meaning of the Agreement. Failure to require strict compliance with the terms of this Agreement or to enforce any provision of this Agreement will not be considered a waiver or modification of this Agreement. This Agreement is not transferable and may not be assigned without the express written consent of Lakes Country. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees. This Agreement supersedes all previous contracts, agreements and understandings of the parties, and it constitutes the entire Agreement between them. Lakes Country and Member shall be entitled to no benefit other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect, and no changes in or additions to this Agreement shall be recognized or enforced unless incorporated herein by written amendment, such amendment(s) to become effective on the day stipulated in them. Both parties specifically acknowledge that in entering into and executing this Agreement, they relied solely upon the representations and agreements contained in this Agreement and not others, and they further agree and acknowledge that they have had a reasonable opportunity to consider this agreement before signing it and that they are entering into this agreement voluntarily and of their own free will.

LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Jeremy Kovash, its Executive Director Date

MEMBER

Deborah Waneck Date 8-11-14

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made between Lakes Country Service Cooperative, 1001 Mount Faith, Fergus Falls, MN 56537 ("Lakes Country"), and Pelican Rapids Public Schools ISD # 548 which has its principal place of business located at: 310 S Broadway, Pelican Rapids, MN 56572 ("Member").

WHEREAS, Lakes Country is a public corporation created to provide specialized services to member organizations, including Member; and

WHEREAS, Member needs an individual to provide services in the areas specified below ("Services"); and

WHEREAS, Lakes Country employs Amy Buck ("Employee") who provides the Services; and

WHEREAS, Lakes Country has agreed to assign Employee to Member's work site(s) so that Employee can provide the Services to Member.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises set forth below, the parties agree as follows.

1. Services. Lakes Country agrees to assign Employee to Member's work site(s) to provide the following Services for Member: Cultural Collaborative Coordinator

2. Fee for Services. In return for the services provided by Employee, Member agrees to pay Lakes Country \$306.42 per day of Employee's time worked for up to 45 days of work, plus Lakes Country's costs for Employee's benefits provided pursuant to Lakes Country policy. Member also agrees to pay Lakes Country an administrative fee equal to five percent (5%) of the total contract amount. Total contract amount: \$17,300.68.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2014 until June 30, 2015.

4. 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. To that end, Member shall evaluate Employee's work performance and provide Employee's evaluations and performance reviews to Lakes Country. Member may make recommendations to Lakes Country regarding Employee's employment, but Lakes Country shall retain the sole discretion to make all personnel decisions regarding employee, including the discretion to assign, discharge, or discipline Employee.
- D. 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.
- E. 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.

- F. 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.
- G. 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.
- H. Employee's Personnel Data. Member and Lakes Country agree that the data they collect regarding Employee is subject to the MGDPA.
- I. Indemnity. Member shall indemnify and hold Lakes Country and its directors, officers, employees and agents harmless from all claims, liability, damages, costs and expenses of any nature whatsoever arising out of or in connection with Member's performance of this Agreement. Member further agrees to pay all costs and attorney's fees incurred by Lakes Country in defending Lakes Country against any such alleged liability.
- J. Limitation of Authority. Member shall have no authority to bind Lakes Country in any matter whatsoever.
- K. Limitation of Liability. Lakes Country shall not be liable for the negligence, behavior, decisions, actions, or inactions of Member or any of Member's employees, helpers, assistants, workers, agents, or subcontractors. Member shall carry its own general or personal liability insurance and automobile insurance.
- L. Miscellaneous. This Agreement will be construed under the laws of Minnesota. If any portion of this Agreement is found to be invalid, the remainder of it will be valid. Captions are for convenience only, and they do not alter the meaning of the Agreement. Failure to require strict compliance with the terms of this Agreement or to enforce any provision of this Agreement will not be considered a waiver or modification of this Agreement. This Agreement is not transferable and may not be assigned without the express written consent of Lakes Country. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees. This Agreement supersedes all previous contracts, agreements and understandings of the parties, and it constitutes the entire Agreement between them. Lakes Country and Member shall be entitled to no benefit other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect, and no changes in or additions to this Agreement shall be recognized or enforced unless incorporated herein by written amendment, such amendment(s) to become effective on the day stipulated in them. Both parties specifically acknowledge that in entering into and executing this Agreement, they relied solely upon the representations and agreements contained in this Agreement and not others, and they further agree and acknowledge that they have had a reasonable opportunity to consider this agreement before signing it and that they are entering into this agreement voluntarily and of their own free will.

LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Jeremy Kovash, its Executive Director Date

MEMBER

Date