



"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 23rd day of September, 2014 ("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":

Assign one Technology Integrationist to the district for two days per week to support administration and teachers with implementing technology into teaching practices.

2. LCSC's Responsibilities:

In furtherance of performing the Services, and in addition to any other obligations described herein, LCSC shall:

Assign one Technology Integrationist to the district for two days per week.

3. School's Responsibilities:

The School will provide on-site work space, internet access, and office related functions including print, copy, and fax capability to the LCSC Service provider as needed to complete his/her work. The School agrees to make its employees available as needed by LCSC to provide the Service and assign a main contact person for LCSC staff, and to house and maintain according to Exhibit A health and safety-related documentation.

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

A in FY15, \$30,345

The annual Service cost may be adjusted based on an increase or decrease in square footage owned, leased, or managed by the School. Notification of a price adjustment will be sent by LCSC 45 days prior to any adjustment.

Fees for Services provided by LCSC in addition to those falling within the scope of the Service shall be paid according to LCSC standard fees. Fees not covered by this Agreement will be billed separately. LCSC will obtain prior approval from the School before initiating additional billable services.

5. Term. The Service under this Agreement will begin July 1, 2014 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 90-days notice given in writing prior to the end of a fiscal year.
6. 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.
7. Insurance. LCSC agrees to hold and maintain general liability insurance and errors and omissions 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.

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 _____, 2014.

LCSC MEMBER SCHOOL DISTRICT

LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Authorized School Official

By: _____
Executive Director

Date: _____

Date: _____