SOUTH CENTRAL SERVICE COOPERATIVE
MEMBERSHIP AGREEMENT
2026-27

THIS AGREEMENT, is executed this 1st day of July, 2026, (the "Execution Date") by and between South Central Service Cooperative (hereinafter referred to as "SCSC"), and WATERVILLE-ELYSIAN-MORRISTOWN SCHOOLS (hereinafter referred to as the "Member"). The provisions contained herein, along with any addenda and attachments thereto, shall constitute the entire agreement and understanding between the parties.

RECITALS

A. Pursuant to Minnesota Statute § 123A.21, SCSC was formed to perform planning on a regional basis and to assist in meeting the specific needs of clients in participating school districts, cities, counties, and other governmental agencies that could be better provided by a service cooperative than individually by the members themselves.

B. Membership in SCSC is not compulsory. Members may access SCSC programs and services available to all members by payment of a membership fee.

AGREEMENT

1) **Dues and Fees.**
   a) **Membership Dues.** The SCSC Board of Directors has determined membership fees ("Annual Membership Dues") as follows:
      - **Full Membership**: Open to public school districts as defined in Minnesota Statute (M.S. 471.59) and are within the SCSC region. A **fee for July1, 2026 thru June 30, 2027** will be assessed as per attached invoice.
      - **Associate Membership**: Open to cities, counties, and other governmental agencies, nonpublic schools, partnership agencies, or nonprofit organizations. A **fee for July 1, 2026 thru June 30, 2027** will be assessed as per attached invoice.

   b) **Additional Services Fees.** The cost of Additional Services, services not available to all members, may be determined by apportioning the approximate cost of each program and service among the members participating in the Additional Service, or may alternatively be determined by a flat fee schedule.

2) **Payment.** Unless modified by any addenda attached hereto, all payments due SCSC by Member shall be paid on or before September 30.

3) **Indemnification by Member.** The Member shall indemnify and hold SCSC harmless from any and all loss, damage, liability, cost or expense (including reasonable attorneys' fees and expenses) which SCSC may incur or suffer as a result of any claim of any kind whatsoever arising out of any act or omission by a Member or any of Member's agents or employees.

4) **Term;** Unless modified by addenda attached hereto, SCSC's obligations pursuant to this Agreement and any attached addenda shall commence on July 1, 2026 (the "Effective Date") and shall continue for a period of twelve (12) months (the "Initial Term").

5) **Termination.** Notwithstanding any provision in this Agreement to the contrary, this Agreement may be terminated prior to the expiration of the Initial Term or any Extended Term pursuant to any of the following provisions:

   a) **Breach of Agreement.** Either party may terminate this Agreement by delivery of written notice to the other party if the other party breaches any of the terms and conditions of this Agreement.

   b) **Effect of Termination.** Except as specifically set forth herein, no withdrawal or termination of this Agreement by the Member, whether before or after the Effective Date hereof, and whether voluntary or involuntary, shall relieve the Member of its obligation to pay the full amount due hereunder, nor shall such withdrawal or termination, whether before or after the Effective Date hereof, result in or entitle the Member to the return of any monies previously paid to SCSC.

6) **General Provisions.**

   a. **Notices.** Any notice required or permitted to be given under this Agreement shall be deemed to have been duly delivered: (i) when received if delivered by hand; (ii) one (1) business day after placement with a reputable overnight carrier for next morning delivery; or (iii) four (4) business days after depositing if placed in the U.S. mails for delivery by registered or certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the address set forth on the first page of this Agreement. If either party changes its address

or facsimile number, such party shall give written notice to the other party of such different address or facsimile number in the manner set forth above.

b. **Amendment.** The express terms of this Agreement, including all addenda hereto, shall control and supersede any course of performance and/or customary practice inconsistent with such terms. Any agreement between the parties hereafter made shall not change or modify this Agreement unless in writing and signed by the party against whom enforcement of such change or modification is sought.

c. **Entire Agreement.** This Agreement, together with any addenda referenced herein, constitutes the entire Agreement between the parties and supersedes any and all prior and contemporaneous oral or written understandings between the parties relating to the subject matter hereof.

d. **Modification and Waiver.** No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in a writing signed by both parties (in the case of amendments and modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.

e. **Severability and Interpretation.** In the event that a provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions shall nonetheless be enforced in accordance with their terms. Further, in the event that any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and shall be enforced as amended.

f. **LIMITATION OF REMEDY.** SCSC SHALL HAVE NO LIABILITY TO ANY PERSON FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE.

IN WITNESS WHEREOF, the parties have executed this Agreement in the manner appropriate to each to be effective the day and year entered on the first page hereof.

By signing below, the parties agree to be bound by the terms and conditions set out in the membership agreement, along with any addenda, which are effective on the date of the last signature (the "Effective Date"). The parties consent and agree that this Agreement may be electronically signed. The parties agree the electronic signatures appearing on this Agreement are the same as hand-written signatures for purposes of validity, enforceability, and admissibility.

WATERVILLE-ELYSIAN-MORRISTOWN SCHOOLS

BY: _____
Authorized Signature

DATE: _____

SOUTH CENTRAL SERVICE COOPERATIVE

BY: Glenn Morris _____
Authorized Signature

DATE: 07/01/2026