

## **EMPLOYEE SERVICES SHARING AGREEMENT**

This agreement (“Agreement”) is entered into effective as of effective as of the date of signing of this Agreement by and between Cotter Schools (“Cotter”), the Lewiston Altura Public Schools (“Lewiston”), and Vickie Speltz (“Employee”) (collectively the “Parties”).

WHEREAS, Lewiston employs Employee as its food service director;

WHEREAS, Lewiston is seeking to reduce costs and Cotter is seeking to obtain food service expertise;

WHEREAS, Cotter and Lewiston wish to share the services of Employee in exchange for payment by Cotter to Lewiston of a pro rata portion of Employee’s compensation;

NOW THEREFORE, in consideration of the mutual covenants stated in this Agreement, the Parties agree as follows:

1. Agreement Term.

- a. The term of this Agreement shall be from July 1, 2022, through June 30, 2023, unless terminated earlier pursuant to the terms of this agreement.
- b. Upon mutual agreement of the Parties, this Agreement may be extended for up to two additional terms of one year each. Notice should be provided to Lewiston by Cotter by March 1<sup>st</sup> of each year.

2. Shared Services. Cotter and Lewiston agree to share the services of Employee as follows:

- a. Lewiston shall continue to employ Employee under the same terms and conditions of her current employment agreement with Lewiston, which may be amended from time to time;
- b. Employee shall dedicate approximately 60% of her work hours to Lewiston and approximately 40% of her work hours to Cotter. The Parties agree that the 60/40 split is approximate and may vary according to the needs of the Parties. The Parties agree to collaborate to establish a mutually beneficial schedule that considers the different school calendars of Lewiston and Cotter.
- c. Employee will perform the services of a food service director for Cotter and Lewiston.

3. Payment.

- a. Cotter agrees to reimburse Lewiston on a pro rata basis for work hours Employee dedicates to Cotter.
- b. Cotter shall reimburse Lewiston at the rate of \$37.83 per work hour. This amount includes all wages, mileage, benefits, and taxes paid to or on behalf of Employee.
- c. Employee shall continue to receive holiday time, PTO, and other benefits offered through Employee’s employment agreement with Lewiston. Cotter and Lewiston shall be responsible for their pro rata share of these benefits.
- d. Employee shall be responsible for tracking her work hours dedicated to Cotter. Employee shall submit an invoice of hours worked for Cotter to Lewiston’s business office by the 5<sup>th</sup> of each month. Lewiston shall provide a copy of Employee’s invoice to Cotter for verification.

- e. The invoice shall be paid by Cotter within 30 days of receipt.
4. Training and Background Check.
- a. Employee shall undergo a background screening conducted by Cotter within 30 days of the signing of this Agreement. Cotter's obligations under this Agreement are contingent upon a satisfactory background screening by Employee.
  - b. Employee shall complete Cotter's Virtus Safe Environment requirements within 30 days of the signing of this Agreement.
5. Oversight. During the times that Employee performs work for Cotter, the Parties agree that Cotter has the authority to direct and oversee the work performed by Employee. During the time that Employee performs work for Lewiston, the Parties agree that Lewiston has the authority to direct and oversee the work performed by Employee. Cotter agrees that it shall report to Lewiston any and all personnel issues relating to Employee so that Lewiston may take any necessary and appropriate actions pursuant to its policies.
6. Termination. Cotter or Lewiston may terminate this Agreement upon a material breach of its terms. In the event of an alleged material breach, a Party shall deliver to the allegedly non-performing party a written request to perform or remedy the alleged breach clearly stating the nature of the breach. The allegedly non-performing party shall then have thirty (30) days to cure the alleged breach (the "cure period"). If the breach is not cured within the cure period, termination will be effective at the conclusion of the cure period. The failure of a party to give, or delay in giving, notice of a material breach shall not constitute a waiver of any obligation, requirement or covenant required to be performed pursuant to the Agreement.
7. Mutual Hold Harmless.
- a. It is agreed that Cotter shall defend, hold harmless, and indemnify Lewiston and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of Cotter and/or its officers, employees, agents, and servants.
  - b. It is agreed that Lewiston shall defend, hold harmless, and indemnify Cotter and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of Lewiston and/or its officers, employees, agents, and servants.
8. Merger Clause. This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by reference, constitutes the sole agreement of the Parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations

between the Parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement of the Parties.

9. **Severability.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this agreement so constructed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
10. **Amendments.** This Agreement may be altered, extended, changed, or amended in writing by mutual agreement of the Parties when dated and attached hereto without altering the other terms of this Agreement.
11. **Force Majeure.**
  - a. In the event that performance of any terms or provisions hereof (other than obligations to make payments that have become due and payable pursuant to this Agreement) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, pandemic, epidemic, or any other reason whatsoever which is not within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence said Party is unable to prevent (“Force Majeure Event”), the Party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
  - b. The Parties acknowledge that this Agreement will be executed during the worldwide viral outbreak known as the Coronavirus pandemic. The Parties agree that any delay in operations, or future shutdown of operations, as a result of the Coronavirus pandemic will qualify as a Force Majeure Event and thus will be subject to all the provisions above.
12. **Assignment.** None of the Parties may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of all Parties, which consent shall not be unreasonably withheld.
13. **Notice.** Any notice or communication required or permitted to be given hereunder shall be in writing and delivered personally, by overnight courier, by facsimile, by email or by United States certified mail, postage prepaid with return receipt requested, addressed to the Parties as follows or to such other persons or places as either of the Parties may hereafter designate in writing. Such notice shall be effective when received or on the date of personal or courier delivery or on the day of deposit in the United States mail

as provided above, whichever is earlier. Rejection or other refusal to accept such notice shall not affect the validity or effectiveness of the notice given.

Cotter Schools  
Attention: Pamela Kimber, CFO  
1115 West Broadway Street  
Winona, MN 55987

Lewiston Altura Public Schools  
Attention: Gwen Carman, Superintendent  
Lewiston-Altura School District #857  
100 Cty Road 25  
Lewiston, MN 55952

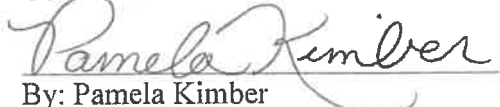
Vickie Speltz, Food Service Director  
Lewiston-Altura School District #857  
100 Cty Road 25  
Lewiston, MN 55952

14. Signatures. Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of all the Parties hereto. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same original document.

15. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota, without giving effect to its choice of law principles.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed and delivered in its name and on its behalf.

Cotter Schools

  
By: Pamela Kimber  
Its Vice President of Finance and CFO

Dated this 1<sup>st</sup> day of June 2022.

Lewiston Altura Public Schools

\_\_\_\_\_  
By: Gwen Carman  
Its Superintendent

Dated this \_\_\_ day of \_\_\_\_\_ 2022.

Employee

\_\_\_\_\_  
Vickie Speltz

Dated this \_\_\_ day of \_\_\_\_\_ 2022.