

**Agreement Between**

**South Dakota  
Department of Labor & Regulation  
700 Governors Drive  
Pierre, SD 57501**

**and**

**Lutheran Social Services  
of South Dakota  
705 East 41<sup>st</sup> Street, Suite 200  
Sioux Falls, SD 57105-6048**

This Agreement establishes coordination of the *Special Project: EL/Civics Teacher Quality and Effectiveness* between Lutheran Social Services of South Dakota (LSS) and the South Dakota Department of Labor and Regulation (SDDLRL). The intent of this agreement is to fund the continued administration and delivery of WIOA Title II professional development trainings, teacher inductions, and initiatives for English Literacy and Civics programming under AEFLA. This Agreement shall commence on July 01, 2015, and shall terminate at midnight on June 30, 2016, or upon completion of the project, whichever occurs first, unless sooner terminated pursuant to the terms hereof. By their signatures set forth below, the parties hereto agree as follows:

- A. It shall be the responsibility of LSS to:
1. Provide for and/or arrange the Summer Summit 2015, English Language Instructor Development Program, BEST Plus Administration Training, Career Pathways initiatives, College and Career Readiness Standards for Adult Education, provider outreach, ESL Competency Checklist Pilot Program, Action Research Symposium, and other sundry trainings [as part of the State's EL/Civics PD Plan].
  2. Prepare the student/presenter materials, manage contracts and payments with venues and presenters, process documentation for trainings' college credit or CEUs, disseminate information, maintain an updated PD calendar, post resources, collect evaluations, as well as transact participant reimbursements and honoraria.
  3. Submit a report summarizing PY2015-16 Professional Development for English Literacy and Civics under AEFLA; this report should address the numbers served for each project, as well as any challenges, promising practices, and required follow-up.
- B. It shall be the responsibility of SDDLRL to:
1. Provide funding to support the conferences, trainings, teacher inductions, and Professional Development opportunities as outlined in the Center for New Americans' *English Language Acquisition Professional Development Coordination* proposal.
- C. Fiscal:
1. SDDLRL is providing funding for this professional development which will be paid from AEFLA's *EL/Civics Leadership*, *ABE Leadership*, and *ABE Administration* funds; this agreement shall not exceed \$28,810.00. LSS must submit all pertinent receipts and invoices related to the administration of this project.
  2. Payment will be made consistent with SDCL ch. 5-26.
- D. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- E. This Agreement may not be assigned without the express prior written consent of SDDLRL. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

- F. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- G. LSS agrees to indemnify and hold the State of South Dakota ("State", any reference thereto also encompasses DLR), its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
- H. This Agreement may be terminated by either party hereto upon thirty (30) days written notice and may be terminated by SDDLRL for cause at any time, with or without notice.
- I. While performing services, the provider is an independent contractor and not an officer, agent, or employee of the state of South Dakota.
- J. LSS, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:
  - a. **Commercial General Liability Insurance:**  
LSS shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1 million for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
  - b. **Business Automobile Liability Insurance:**  
LSS shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
  - c. **Worker's Compensation Insurance:**  
LSS shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, LSS shall furnish SDDLRL with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to SDDLRL. LSS shall furnish copies of insurance policies if requested by SDDLRL.

- K. LSS will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- L. Authorizing signature. By signature hereto both parties agree to the terms of this Agreement.

South Dakota Department of Labor & Regulation	Lutheran Social Services of South Dakota
	
Marcia Hultman, Cabinet Secretary	Rebecca Kiesow-Knudsen, Vice President
Date: 9/29/15	Date: 9/17/15