NORTHWOOD TECHNICAL COLLEGE

MASTER AFFILIATION TRAINING AGREEMENT

This Master Affiliation Training Agreement ("Agreement") is made between:

A. NORTHWOOD TECHNICAL COLLEGE, Rice Lake, Wisconsin (including all Northwood Technical College campuses), hereafter called Northwood Tech, is accredited by the Higher Learning Commission (https://www.hlcommission.org/) and operates under the direction of the Northwood Tech Board of Trustees. Northwood Tech offers a variety of associate degrees, technical diplomas, short-term certificate programs, continuing education courses, and customized business training, as authorized by the Wisconsin Technical College System Board.

Northwood Tech is an equal opportunity employer/educator functioning under the affirmative action plan and does not discriminate on the basis of race, color, national origin, sex, disability, or any other legislated categories in its services, employment programs, and/or its educational programs and activities. This includes but is not limited to admissions, treatment and access.

B. <u>Duluth Public Schools (ISD 709)</u> of <u>Duluth, MN</u>, and its subsidiaries, hereafter called TRAINING AGENCY:

WHEREAS many students engaged in a course of study provided by Northwood Tech would benefit from an opportunity to apply theoretical learnings in the educational setting of a TRAINING AGENCY, and WHEREAS the TRAINING AGENCY recognizes the importance of its contribution to such a training program and desires to assist as provided in this Agreement,

NOW, THEREFORE, the parties named above agree as follows:

- 1. Northwood Tech and the TRAINING AGENCY shall cooperate to provide Northwood Tech students with training in all programs listed on the signature page and associated with Exhibit A attached to this Master Affiliation Agreement. Each basic program to be provided is explained in Exhibit A and incorporated herein.
- 2. Northwood Tech shall:
 - (a) Offer an educational program in accordance with guidelines established by the Board of the Wisconsin Technical College System and other state regulatory bodies.
 - (b) Assign the necessary faculty members who are both qualified and competent teacherpractitioners and hold the appropriate credentials and/or licensure.
 - (c) Assure that the faculty will assume the planning and supervision of all training programs in the facilities provided by the TRAINING AGENCY and in so doing, will work cooperatively with the employees and staff of the TRAINING AGENCY.
 - (d) Provide an orientation period during which the faculty can become familiar with the TRAINING AGENCY'S policies, practices and facilities before beginning educational instruction.

- (e) Review the curriculum and learning experience schedule with a coordinator representing the TRAINING AGENCY prior to the beginning of each instructional term and revise schedule in instances where conflicts with the TRAINING AGENCY'S responsibilities exist.
- (f) Assure that the faculty and students will observe the policies and regulations of both Northwood Tech and the TRAINING AGENCY as they apply to the circumstances of the training program.
- (g) Confer with the employees and officers of the TRAINING AGENCY designated by Northwood Tech for the purpose of interpreting, discussing and evaluating the educational program as needed.
- (h) Provide students assigned to the TRAINING AGENCY basic instruction as described in Northwood Tech course outlines.
- (i) Permit faculty reasonable opportunity to serve as a resource person to agency staff in matters contributing to quality care.
- (j) Inform the students who are participating in the educational experience program that they must, at no cost to either Northwood Tech or TRAINING AGENCY, carry their own comprehensive health and medical insurance or student accident insurance. Northwood Tech will ensure health insurance coverage for the faculty.
- (k) Northwood Tech will ensure that each Nursing Assistant student provide proof of a 2-step mantoux, with the most recent reading within 90 days of the start of the Nursing Assistant program. All other program students will be required to have a health exam and provide current immunization records. Northwood Tech will provide summary of health information to the TRAINING AGENCY prior to the start of the training program. Student health records may, at the request of the TRAINING AGENCY, be provided to the TRAINING AGENCY by Northwood Tech.
- (I) Northwood Tech will ensure the completion of a Wisconsin Caregiver Background Check, and/or out-of-state Caregiver Background Check, and/or National Criminal Background Check (as mandated by the Office of Inspector General, state law or the TRAINING AGENCY), on each student and faculty member participating in the educational experience program prior to the educational experience at the TRAINING AGENCY. Caregiver and Criminal Background Check results will be kept on file at Northwood Tech. Copies will be made available to any training agency upon request.
- (m) Provide the TRAINING AGENCY with a list of the students assigned to the TRAINING AGENCY for the training program. The list is prepared by the faculty and assures that students meet both the standards of health of Northwood Tech and the TRAINING AGENCY, are free of criminal convictions, and have the ability to profit from the program.
- (n) Understand and agree that the TRAINING AGENCY may immediately dismiss any student from the training program if, in the TRAINING AGENCY'S sole determination, the student's conduct is detrimental to the TRAINING AGENCY, its patients, visitors, employees or agents.
- (o) Maintain professional liability insurance for each student in per occurrence and annual aggregate amounts. Northwood Tech shall provide the TRAINING AGENCY with a certificate of insurance as proof of such insurance coverage, and shall immediately notify the Agency in writing upon the cancellation, suspension, termination or modification of such insurance.

3. The TRAINING AGENCY shall:

- (a) Permit the faculty and students of Northwood Tech to use its facilities for the training program as provided in Exhibit "A" and the curriculum plan developed by NORTHWOOD TECH. This plan shall be mutually satisfactory to both parties in order to meet the educational goals of Northwood Tech and the standards of the TRAINING AGENCY.
- (b) Encourage regular communication between Northwood Tech and TRAINING AGENCY personnel to develop, implement and evaluate the educational experiences. Communication topics include, but are not limited to:
 - i. Communication to familiarize TRAINING AGENCY personnel with the educational experience program's philosophy, goals, and curriculum.
 - ii. Communication to familiarize Northwood Tech faculty with the TRAINING AGENCY's philosophy, policy, and program expectations.
 - iii. Communication to keep both parties and the parties' personnel who are assigned to the educational experience program informed of changes in philosophy, policies, procedures and any new programs which are contemplated.
 - iv. Communication about jointly planning and sponsoring inservice or continuing education programs (if appropriate).
 - v. Communication to identify areas of mutual need or concern.
 - vi. Communication to seek solutions to any problems which may arise in the educational experience program.
 - vii. Communication to facilitate evaluation procedures and quality initiatives which may be required for approval or accreditation purposes or which might improve patient care or Northwood Tech's program curriculum.
- (c) Maintain standards which make it eligible to serve as an educational facility for instruction. The TRAINING AGENCY will have current accreditation by the Joint Commission on Accreditation of Health Care Organizations or any other appropriate and required accrediting/approval body. The TRAINING AGENCY will provide Northwood Tech with a copy of its policies and regulations which relate to the educational experience program.
- (d) Retain responsibility for patient care and related duties when Northwood Tech students are providing care within a patient care unit. Assure that a qualified supervisor, employed by the TRAINING AGENCY, who shall supervise for the work situations to which students are assigned, be present during the hours students are engaged in the training program at the TRAINING AGENCY.
- (e) Make available for educational purposes a room where students may receive instruction from the faculty. When available, physical space such as offices, conference rooms and classrooms of the TRAINING AGENCY may be used by Northwood Tech faculty and students who are participating in the educational experience program.

- (f) Make available areas for demonstration of TRAINING AGENCY equipment as appropriate.
- (g) Permit the educational use of available library resources, agency supplies and equipment as appropriate and according to the TRAINING AGENCY policies and procedures.
- (h) Provide the student and faculty with access to the dining area and locker or storage areas for personal belongings.
- (i) Permit agency staff to participate in student education at the request of the instructor where that phase of teaching can be done more effectively by agency personnel. Such participation shall be voluntary and shall not interfere with assigned duties.
- (j) Provide emergency health care to the faculty and students at its facility during regular business hours while the students are participating in the training program. The students shall be solely responsible for obtaining and maintaining health insurance to cover such emergency care provided under this Agreement. Northwood Tech shall be solely responsible for ensuring health insurance coverage for the faculty.
- (k) Any Northwood Tech faculty member or student who is injured or becomes ill while at the TRAINING AGENCY shall immediately report the injury or illness to the TRAINING AGENCY and receive treatment (if available) at the TRAINING AGENCY as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the responsibility of Northwood Tech faculty member or student who receives the treatment and not the responsibility of the TRAINING AGENCY or Northwood Tech.
- (I) The TRAINING AGENCY shall follow, for Northwood Tech faculty and students exposed to an infectious disease at the TRAINING AGENCY during the educational experience program, the same policies and procedures which the TRAINING AGENCY follows for its employees. Northwood Tech faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the educational experience program must report the fact to Northwood Tech and to the TRAINING AGENCY. Before returning to the TRAINING AGENCY, such a Northwood Tech faculty member or student must submit proof of recovery to Northwood Tech or TRAINING AGENCY, if requested.
- (m) The TRAINING AGENCY assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of Northwood Tech faculty and students who are participating in the educational experience program. The TRAINING AGENCY will permit Northwood Tech faculty to use TRAINING AGENCY parking spaces under the same policies governing TRAINING AGENCY personnel.
- (n) The TRAINING AGENCY recognizes that it is the policy of Northwood Tech to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The TRAINING AGENCY agrees to adhere to this policy in implementing this Agreement.
- (o) Provide Northwood Tech reasonable access to the TRAINING AGENCY'S premises, upon dates and times mutual agreeable to the parties, so that Northwood Tech can

inspect the premises to determine the TRAINING AGENCY'S compliance with this Agreement.

4. TRAINING AGENCY privileges shall be to:

- (a) Refuse access to educational area if school personnel do not meet its employee standards for safety, health, or ethical behavior.
- (b) Relieve the instructor and/or student of the assignment if the standard of performance falls short of that standard established by the TRAINING AGENCY.
- (c) Resolve any problem situation in favor of the patient's welfare until the incident can be resolved by the staff in charge and the instructor.
- 5. The students shall have the status of learners and shall not replace employees of the TRAINING AGENCY. Students shall receive no compensation for services rendered incidental to their participation in the training program.
- 6. Students shall be subject to the authority, policies, and regulations of Northwood Tech and subject to the applicable standards and policies set by the TRAINING AGENCY for its own employees.
- 7. Northwood Tech will at all times insure its instructors for worker's compensation.
- 8. The official representative of Northwood Tech shall be the Vice President, Administrative Services/Chief Financial Officer. The official representative of the TRAINING AGENCY shall be the Agency Administrator. That individual who will represent either party at the level of implementation will be the program Dean of Northwood Tech and the designee of the TRAINING AGENCY.

C. RESPECTIVE LEGAL RESPONSIBILITY

- 1. Northwood Tech agrees to indemnify, hold harmless and defend the TRAINING AGENCY, its parent, subsidiaries, affiliates, board of directors and individual board members, officers, employees, and agents, from and against all losses, claims, suits, damages, actions, causes of action, proceedings, demands, assessments, settlements, judgments, costs, expenses or any other liability of any kind or nature (including attorneys' fees) imposed on or asserted against the TRAINING AGENCY as a result of negligence of Northwood Tech, its agents, faculty, or students while engaged in the activities contemplated under this Agreement. The TRAINING AGENCY is not required to take any action or make any claim to any third party as a precondition to seeking indemnification hereunder.
- 2. TRAINING AGENCY agrees to indemnify, hold harmless and defend Northwood Tech, its parent, subsidiaries, affiliates, board of directors and individual board members, officers, employees, and agents, from and against all losses, claims, suits, damages, actions, causes of action, proceedings, demands, assessments, settlements, judgments, costs, expenses or any other liability of any kind or nature (including attorneys' fees) imposed on or asserted against the Northwood Tech as a result of negligence of TRAINING AGENCY, its agents, faculty, or students while engaged in the activities contemplated under this Agreement. Northwood Tech is not required to take any action or make any claim to any third party as a precondition to seeking indemnification hereunder.
- 3. The TRAINING AGENCY shall maintain, at no cost to Northwood Tech, general and professional liability insurance covering the TRAINING AGENCY as an entity and each of its employees and agents, in the minimum amount of one million dollars (\$1,000,000) per occurrence. TRAINING AGENCY agrees to list Northwood Tech as an additional insured on all

policies required to be maintained under this Section C.3. and to promptly provide Northwood Tech with evidence of such insurance upon request.

- 4. Neither party shall assign its rights or delegate its duties under this Agreement without the prior consent of the other party. Any attempt by either party to assign its rights or delegate its duties under this Agreement without the prior written consent of the other party shall be void.
- 5. This Agreement and the performance hereof, shall be governed and construed in accordance with the laws of the State of Wisconsin, and/or other states as applicable.
- 6. The invalidity or unenforceability of any provision of this Agreement or the application thereof to any person or circumstances shall not affect or impair the validity or enforceability of any other provision hereof. Any provision of this Agreement that is subsequently determined to be invalid or unenforceable because of contravention of any applicable law, statute or government regulation shall be deemed to be amended to the extent necessary to remove the cause of such invalidation or unenforceability, and such provision, as so amended shall remain in full force and effect.
- 7. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given upon actual delivery of five (5) business days subsequent to mailing, by registered or certified mail, return receipt requested, postage prepaid, or with receipt of hand delivery, addressed to the following:

If To The TRAINING AGENCY	
Duluth Public Schools (ISD 709))
709 Portia Johnson Dr.	_
Duluth, MN 55811	
Attn: Brett Mensing	_
	_

If To Northwood Tech Northwood Technical College 1900 College Dr Rice Lake WI 54868 ATTN: Sara Nick

- 8. Any dispute under this Agreement shall be submitted to binding arbitration under the then prevailing rules of the American Arbitration Association. Judgment upon any award made in such arbitration may be entered in any court of competent jurisdiction.
- 9. Nothing contained in this Agreement shall create a relationship of employer-employee, principal-agent, partnership, or joint venturer between the parties and, therefore, the students are not entitled to any benefits or compensation from the TRAINING AGENCY which may be due employees of the TRAINING AGENCY. The TRAINING AGENCY shall receive no remuneration for any services provided by the students under the Program governed by this Agreement. At no time shall the students act as an employee, agent, partner, or joint venturer of the TRAINING AGENCY for any purpose whatsoever. The students shall have neither the authority to bind the TRAINING AGENCY to any contract or agreement, nor to make any commitments of any kind for or on behalf of the TRAINING AGENCY.
- 10. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
- 11. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the terms of this Amendment shall control.
- 12. Northwood Tech and the TRAINING AGENCY shall each bear their own costs associated with this Agreement and no payment is required by either Northwood Tech or the TRAINING AGENCY to the other party.

- 13. The TRAINING AGENCY agrees that in fulfilling the duties of this Agreement, the TRAINING AGENCY is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. 12101, et seq., and any regulations promulgated pursuant to the Act. Northwood Tech IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
 - 14. Northwood Tech and the TRAINING AGENCY acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than Northwood Tech. Northwood Tech agrees to provide the TRAINING AGENCY with guidance with respect to compliance with FERPA. Further, the parties shall keep confidential records, regardless of format, received pursuant to this Agreement private and shall only use such records for the purposes outlined in this Agreement.
 - 15. The parties shall comply with all applicable state and federal laws relating to patient and medical record privacy including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations (45 C.F.R. Parts 160-164), and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations, each as issued and amended by the Secretary (all the foregoing, collectively "HIPAA"). Northwood Tech provides its students with curriculum-based HIPAA training and TRAINING AGENCY shall, in accordance with its HIPAA compliance program, include the students in its HIPAA training program.

D. TERMINATION AND AMENDMENTS

NORTHWOOD TECHNICAL

- 1. The term of this Agreement shall commence on __November 22, 2024___ and shall continue in full force and effect for a period of one year thereafter, with automatic one-year renewals. This Agreement may be modified or terminated by either party upon sixty (60) days prior written notice to the other, provided however, that no such modification or termination shall be effective for training of any student who has previously commenced the course in progress.
- 2. Any changes to this Agreement shall be by mutual consent of both parties, shall be in writing, and shall be attached to this Agreement as an addendum.

TRAINING AGENCY:

COLLEGE	
	Duluth Public Schools (ISD 709)
	(Agency Name)
by:	by: Smine Fruich
(Sara Nick, VP, Business Services/CFO)	print name: Mimona Zunich

Exhibit A PROGRAM(S)

List all programs

Occupational Therapy Assistant

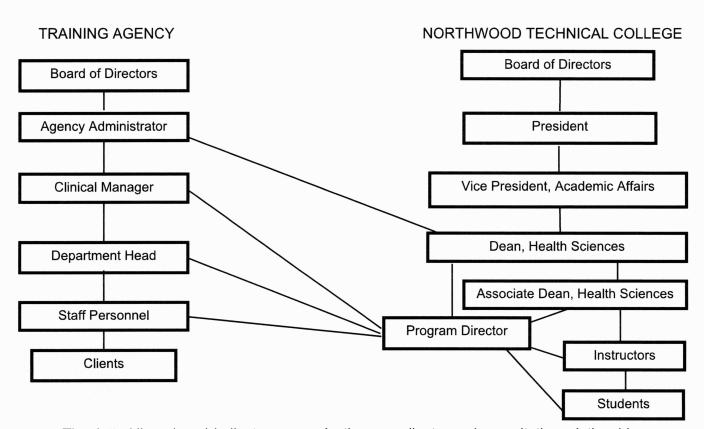
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EXHIBIT A

NORTHWOOD TECHNICAL COLLEGE EXTENDED LABORATORY EXPERIENCE

OCCUPATIONAL THERAPY ASSISTANT

- A. General objectives of the Extended Laboratory Experience are to provide the student an opportunity to:
 - 1. Observe and participate in the roles and relationships of the various levels of health care personnel.
 - 2. Reinforce their theoretical knowledge by applying facts and principles derived from theory to meet health needs and to promote optimal health practices.
 - 3. Experience the actual job setting prior to employment in that setting as an occupational therapy assistant. Within this setting the student shall have opportunity to:
 - a. Practice within the distinct role and responsibility of the occupational therapy assistant
 - b. Serve a diverse population in a variety of systems that are consistent with entry-level practice
 - c. Seek out learning opportunities to keep current with best practice
 - d. Apply occupational therapy principles and intervention tools to achieve expected outcomes
 - e. Demonstrate professional behaviors, ethical standards, values, and attitudes of the occupational therapy profession
 - f. Advocate for the profession, services, and consumers
- B. Communication between agencies will follow the lines portrayed in the following diagram.



The dotted lines (-----) indicate communication, coordinator and consultative relationships. The straight lines (____) indicate direct responsibility and accountability.

(OVER) OCCUPATIONAL THERAPY ASSISTANT - continued

- C. Evaluation of Extended Laboratory Experience shall be according to the following guidelines:
 - 1. Individual course evaluation

After each of the health careers courses, input will be obtained from faculty, students, and agency staff regarding the following items:

- (a) Attainment of course objectives.
- (b) Conduciveness of agency climate to student learning.
- (c) Competency of faculty teaching in the agency.
- (d) Future planning and development.

2. Program Evaluation

At the completion of each health career program, input will be obtained from faculty, students, and agency staff regarding the following items:

- (a) Achievement of purposes and overall objectives of the program.
- (b) Future planning and development.



Re: Northwood Tech Training Agreement Request

1 message

Jason Crane <jason.crane@isd709.org>
To: Brett Mensing

brett.mensing@isd709.org>
Cc: Lora Thurston <lora.thurston@isd709.org>

Fri, Nov 22, 2024 at 9:45 AM

I support this contract with Northwood College. I have reviewed the contract.

On Fri, Nov 22, 2024 at 9:21 AM Brett Mensing brett.mensing@isd709.org wrote: Good morning,

Before I have Simone sign off, are you ok with this agreement?

Thank you! -Brett

----- Forwarded message ------

From: Peterson, Hilary < Hilary. Peterson@northwoodtech.edu>

Date: Fri, Nov 22, 2024 at 8:53 AM

Subject: Northwood Tech Training Agreement Request
To: brett.mensing@isd709.org

brett.mensing@isd709.org >

Hi, Brett,

Anna Polzin asked me to send you the attached Northwood Tech Affiliation Training Agreement (and Extended Laboratory Experience general objectives for the Occupational Therapy Assistant Program).

This agreement would update and replace the current, valid agreement we have on file.

The agreement is effective for one year with automatic yearly renewals. The automatic yearly renewal does not require you to take a student each year. You may decline a student based on your facility's needs. The signed agreement will be current if/when you decide to accept a student.

Please review this agreement and sign the signature page. The signed agreement needs to be returned to me via scan/email. If it is easier for you, just the signature page may be scanned/emailed to me.

When I receive the signed agreement, I'll request a Certificate of Insurance from our insurance agent, which will be sent to you directly from them. If you do not receive a copy, please contact me.

If you have further questions or concerns, please contact me or Sara Nick at 715-788-7143 sara.nick@NorthwoodTech.edu.

Thank you,

Hilary Peterson (she/her/hers)

Health Sciences Associate

Northwood Technical College

Phone: 715-788-7056

NorthwoodTech.edu



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Jason Crane, Director Special Services Department Duluth Public Schools 218-336-8740 He/Him/His

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Tostens Yearbook Agreement

Jostens, Inc. | 7760 France Avenue South, Suite 400 | Minneapolis, MN 55435 | 952-830-3300

Customer Name	DULUTH EAST HIGH SCHOOL	Customer Phone	(218)336-8845
Customer Address	301 N 40TH AVE E, DULUTH, MN 55804		
Contact Name	Heidi Bohlmann	Contact Phone	(218) 336-8845
Contact Role	Yearbook Adviser	Email	heidi.bohlmann@isd709.org

The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified below (the "Term"). The parties agree as follows:

Jostens and the Customer will work together to establish all yearbook specifications (including things such as size, copies and pages), completion deadlines, price, and delivery schedules for each year during the Term and subject to the terms and conditions found at:

https://jostens.secure.force.com/terms?Lid=YBKUS

- After this Agreement is signed, as the Customer's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.
- The Term of this Agreement is for the following years: 2026 through 2028

Additional Notes/Specifications Agreed Upon:		
The three-year term agreement is based on the customer's satisfaction from the previous year. The term agreement qualifies the school for a 2% early renewal/term agreement credit on the invoice each year, with an estimated value of \$5134.26 over the term.		

This Agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions. OF JOSTENS AUTHORIZED REPRESENTATIVE PRINTE PRINTED NAME DATE REP # 1959 IOB # 47892 CUSTOMER AUTHORIZED (IF REQUIRED)



tens Yearbook Agreement

Jostens, Inc. | 7760 France Avenue South, Suite 400 | Minneapolis, MN 55435 | 952-830-3300

Customer Name	DENFELD HIGH SCHOOL	Customer Phone	(218)336-8830
Customer Address	401 N 44TH AVE W, DULUTH, MN 55807		
Contact Name	Nathan Shaw	Contact Phone	(218) 336-8830
Contact Role	Adviser	Email	nathan.shaw@isd709.org

The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified below (the "Term"). The parties agree as follows:

• Jostens and the Customer will work together to establish all yearbook specifications (including things such as size, copies and pages), completion deadlines, price, and delivery schedules for each year during the Term and subject to the terms and conditions found at:

https://jostens.secure.force.com/terms?Lid=YBKUS

- After this Agreement is signed, as the Customer's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.
- The Term of this Agreement is for the following years: 2026 through 2028

Additional Notes/Specifications Agreed Upon:	
three-year term agreement - each year is based on the customer satisfaction of the year before Term agreement qualifies the school for a 2% early renewal/ term agreement credit on the invoice each year. est. value \$1458.00	
	1

This Agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions.

X

SIGNATURE OF CUSTOMIR AUTHORIZED REPRESENTATIVE

SIGNATURE OF JOSTENS AUTHORIZED REPRESENTATIVE

PRINTED NAME

DATE

X

SIGNATURE OF JOSTENS AUTHORIZED REPRESENTATIVE

BETH JOHN SON 11/7/24

PRINTED NAME

DATE

REP # 1959

JOB # 13419

PRINTED NAME

DATE