



1420 East College Drive
Marshall, MN 56258
www.swsc.org

SWWC Service Cooperative Contracts Summary

	23-24 Contracts	24-25 Contracts
Member: Pipestone Area School District		
Child Count on Contracts	1,096	1,105
Membership Dues (One-Time)	\$0.00	\$0.00
Administrative Solutions		
Environmental/Occupational Health & Safety Management Program	\$9,425.00	\$10,179.00
Health & Safety Management Assistance	\$2,816.12	\$2,964.34
Drug & Alcohol Services	No	No
Regional Management Information Center		
• Business/SMART Systems Services	\$17,957.60	\$18,938.50
• Business UFARS Support Services without access to SMART Systems	\$0.00	\$0.00
• MARSS/Other Revenue Reporting Services	\$2,222.00	\$2,384.00
• Extended Services Subscription	\$0.00	\$0.00
Technology Services		
• Basic Technology Services	\$0.00	\$0.00
• Supplemental Technology Support & Integration Block Hours	\$0.00	\$0.00
• Technology Coordinator and/or Integration Services	\$104,760.00 full time; year 2 of 3 years	\$110,400.00 full time; year 3 of 3 years
• E-Rate Coordination Services	\$2,350.00	\$2,350.00
• Comprehensive Cyber Security	\$15,160.80	\$15,260.25
• Student Data Privacy Program	\$1,500.00	\$1,545.00
• Email Security Service	Yes	Yes
• Email Archiving Service	Level 1 – 3 Year Retention	Level 1 – 3 Year Retention
• Secured Remote Backup Service	Yes	Yes
• Website ADA Accessibility and Usability Support with Siteimprove	No	No
• OnDemand IT Certification and Training Solution with Stormwind Studios	No	No
• Moodle Course Hosting Service	No	No
• Moodle in Your School Service	No	No

Educational Solutions

Special Education Services (excluding Autism Services):		
• School Psychologist	\$90,600.00	\$98,400.00
• Speech/Language Pathologist	\$268,140.00	\$293,880.00
• School Social Worker	\$86,750.00	\$0.00
• Teacher of the Visually Impaired	\$0.00	\$0.00
• Early Childhood Special Education Teacher	\$190,520.00	\$174,590.00
• Teacher of the Deaf/Hard of Hearing	\$39,100.00	\$43,560.00
• DAPE Teacher	\$0.00	\$0.00
• Occupational Therapy	\$97,680.00	\$111,230.00
• Orientation and Mobility Services	\$0.00	\$0.00
• Physical Therapy	\$0.00	\$0.00
• Regional ECSE Coordination	\$2,989.00	\$3,098.00
• Special Education Cooperative Membership Fee	\$12,596.00	\$29,890.00
• Shared Special Education Administrative Services	\$59,599.00	\$64,738.00
• Single District Special Education Administrator	\$0.00	\$0.00
TOTAL SPECIAL EDUCATION SERVICES	\$847,974.00	\$819,386.00
Autism Consultant Services	\$0.00	\$0.00
Behavior Analytic Services	\$21,650.00 Package D	\$23,400.00 Package D
Mental Health Services	\$0.00	\$0.00
Licensed School Nursing Services	\$0.00	\$0.00
Teaching & Learning Shared Curriculum & Instruction Coordination Services	\$0.00	\$0.00
Teaching & Learning Customized Services	\$0.00	\$0.00
Instructional Coaching for Teachers	\$0.00	\$0.00
STARRS Online Academy	Yes	Yes
Translation/Interpretation	No	No
TOTAL	\$1,025,815.52	\$1,006,807.09

**SWWC SERVICE COOPERATIVE
MEMBERSHIP AGREEMENT
2024-25**

THIS AGREEMENT, is executed this 1st day of February, 2024, (the “Execution Date”) by and between SWWC Service Cooperative (hereinafter referred to as “SWWC”), and **Pipestone Area School District**, No. 2689, located at Pipestone, Minnesota (hereinafter referred to as the “Member”). The provisions contained herein, along with the addenda and attachments thereto, shall constitute the entire agreement and understanding between the parties.

RECITALS

- A. Pursuant to Minnesota Statute § 123A.21, SWWC 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. Minnesota Statute § 123A.21 authorizes SWWC to provide those programs and services which are determined to be priority needs of the particular region pursuant to Minn. Stat. § 123A.21, subd. 7, and to assist in meeting special needs which may arise from the fundamental constraints of SWWC’s members.
- B. Membership in SWWC is not compulsory. Members may subscribe to SWWC programs and services available to all members by payment of a one-time membership fee. At its sole option the member may further subscribe to programs and services beyond those offered to all members (“Additional Services”). Individual members shall collectively share in the costs incurred in providing the Additional Services to which they subscribe.
- C. The parties hereto desire to establish a relationship in which SWWC will provide programs and services to the Member and in which the Member will remit payment for such programs and services specified herein.
- D. SWWC and the Member seek to assure a thorough understanding of the obligations assumed by each.

AGREEMENT

- 1. **Dues and Fees.**
 - a. **Membership Dues.** The SWWC Board of Directors has determined membership fees (“Annual Membership Dues”) as follows:
 - **Full Membership:** Open to public school districts, cities, counties, and other governmental agencies as defined in Minnesota Statute (M.S. 471.59) and are within the SWWC region. A **one-time fee of \$25** will be assessed.
 - **Associate Membership:** Open to (a) nonpublic schools, partnership agencies, or nonprofit organizations within the SWWC region, and to (b) schools – public and nonpublic, cities, counties, partnership agencies, nonprofit organizations, and other governmental agencies outside the SWWC region. A **one-time fee of \$50** will be assessed.
 - b. **Additional Services Fees.** The Additional Service addenda attached hereto reflect each Additional Service subscribed to by the Member. The cost of such Additional Services 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 (“Additional Services Fees”). The attached Additional Service addenda shall state the manner in which the cost of such Additional Service subscribed to shall be calculated during the Term of this Agreement.
- 2. **Payment.** Unless modified by any addenda attached hereto, all payments due SWWC by Member shall be paid on or before August 15.
- 3. **Calculation of Student Enrollment.** If the attached addenda state that the Additional Service Fees are to be assessed on a per student basis, the student enrollment numbers used shall be those identified by the Minnesota Automated Reporting Student System (MARSS) from the second prior fiscal year (22-23). The number of students calculated shall be those enrolled in pre-kindergarten through 12th grade education.
- 4. **Indemnification by Member.** The Member shall indemnify and hold SWWC harmless from any and all loss, damage, liability, cost or expense (including reasonable attorneys’ fees and expenses) which SWWC may incur or suffer as a result of any claim of any kind whatsoever arising out of:
 - a. any act or omission by Member or any of Member’s agents or employees which violates this Agreement;
 - b. any claim for breach of warranty based upon any warranty or representation given or purportedly given by Member, Member’s agents or employees which is different from or in addition to written warranties and representations given by SWWC, as amended by from time to time;

- c. third party claim for personal injury, damage, economic loss or other damage, caused by or arising out of the use, creation or production of any products proximately caused by or resulting from the negligence of Member, or the Member's agents or employees;
- d. any claim for breach of warranty based upon a defect caused by any act or omission by the Member, or the Member's employees or agents; or
- e. any claim or demand arising from the employment for engagement by Member of any person or entity.

5. **Term; Automatic Renewal.** Unless modified by addenda attached hereto, SWWC's obligations pursuant to this Agreement and any attached addenda shall commence on July 1, 2024 (the "Effective Date") and shall continue for a period of twelve (12) months (the "Initial Term"). This Agreement and all addenda attached hereto shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member delivers (a) written notice to SWWC of the Member's intent to withdraw from all SWWC services ("Notice of Intent to Withdraw"), or (b) written notice of the Member's intent to reduce its participation in any previously subscribed-to Additional Services ("Notice of Intent to Reduce Additional Services") by March 1 preceding the first day of the next Extended Term as set forth in Subsections 5(a) and 5(b) below (the "Notice Deadline").

- a. **Notice of Intent to Withdraw.** The Member may deliver to SWWC a written Notice of Intent to Withdraw from membership and all Additional Services by the Notice Deadline. If not delivered, this Agreement shall renew for the next Extended Term and the Member shall be obligated to pay all dues and fees for the next Extended Term. The Member acknowledges and agrees that failure to provide such Notice of Intent to Withdraw on or before the Notice Deadline shall cause the Term of this Membership Agreement and, notwithstanding the receipt of a timely Notice of Intent to Reduce Additional Services from the Member, the Term of all addenda attached hereto to automatically renew for the next Extended Term. The Member further acknowledges and agrees that the Member may not subscribe to any Additional Service unless membership in SWWC is maintained and continued for the full term of any Additional Service. The Member acknowledges and agrees that if the Member subscribes to any Additional Services that extend over a term of greater than twelve (12) months (referred to herein as an "Obligated Term"), the Member shall be prohibited from withdrawing from membership in SWWC or from such subscribed Additional Service until the Obligated Term of the Additional Service has expired.
- b. **Notice of Intent to Reduce Additional Services.** The Member may deliver to SWWC a written Notice of Intent to Reduce Additional Services by the Notice Deadline. If not so delivered, the Additional Services shall not be reduced, and the Member shall be obligated to pay all fees for subscribed Additional Services for the next Extended Term. Additionally, a timely Notice of Intent to Reduce Additional Services shall be effective only for those services expiring in the twelve (12) month period following the Notice Deadline and shall not have the effect of reducing the Term of any Additional Services to which the Member has subscribed; each Additional Service to which the Member has subscribed will not be subject to reduction or termination until the expiration date of the current Term of such Additional Service.

6. **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; provided, however, if the breach is curable such notice shall not be effective unless and until such breach remains uncured for a period of thirty (30) days after delivery of such notice. If the breach is nonpayment by the Member of monies due to SWWC the cure period shall be ten (10) days, not thirty (30) days.
- 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, including any amounts due pursuant to any attached addenda, 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 SWWC for any services subscribed to whether or not such services have been provided or delivered. A breach of this Agreement by SWWC shall entitle the Member to reimbursement of a prorated share of any Additional Service that would remain unused if 1/12 of the service fee were used by SWWC during each month of each Term hereof.

7. 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) the same day if delivered by facsimile sent no later than 4:00 pm (receiver's time) on a business day; (iii) the next business day if sent by facsimile on a non-business day

or after 4:00 pm (receiver's time) on a business day; (iv) one (1) business day after placement with a reputable overnight carrier for next morning delivery; or (v) 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. **Assignment.** The Member shall not assign, transfer or sell all or any part of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of SWWC.
- f. **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.
- g. **LIMITATION OF REMEDY.** SWWC 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 the 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.

SC MEMBER

BY: Dr. Klint W. Willert
Dr. Klint W. Willert (Jun 5, 2024 16:17 CDT)
Authorized Signature

SWWC SERVICE COOPERATIVE

BY: Legan Dillund
Authorized Signature

ADDENDUM A
TO MEMBERSHIP AGREEMENT
ENVIRONMENTAL/OCCUPATIONAL HEALTH & SAFETY MANAGEMENT PROGRAM
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. SWWC is engaged in providing consultation and coordination of services related to the management of environmental health and safety concerns for Members.
2. SWWC agrees to facilitate an Environmental/Occupational Health and Safety Management Program, referred to herein as "E/OHSMP". Said program will be provided by IEA, Inc., 9201 W. Broadway #600, Brooklyn Park, MN 55445.
3. **Included General Services.** The E/OHSMP "General Services" provided by SWWC through IEA can be found at the following website: www.swwc.org/EOHS.
4. **Rate per visit; Annual Fee.** The Member agrees to pay annually a fee equal to the rate per visit (\$783.00) multiplied by the number of visits required by the Member in the most recent fiscal year ("Annual Fee").

The Annual Fee for 2024-25 will be:

\$10,179.00

5. **Term; Payment.** Notwithstanding any provision in the Membership Agreement to the contrary, E/OHSMP General and No-cost Services will be provided to and paid for by the Member for a Term of one year (1 year), commencing as of the Effective Date of the Membership Agreement. The Annual Fee due hereunder shall be payable in three installments on or before July 30, October 15, and February 15 of each fiscal year. This agreement may be terminated for proper cause by either party for any reason upon ninety (90) days written notice to the other party.
6. **Hold Harmless.** That Member recognizes that IEA is solely responsible for the performance of the E/OHSMP. It recognizes that SWWC merely acts as a financial intermediary and has no voice in, and does not exercise control over the manner in which IEA performs its services. Therefore, to the fullest extent permitted by law, the Member agrees to hold harmless SWWC, as well as IEA agents and employees, from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees arising out of or resulting from the performance of IEA's services and to look solely to IEA for redress.
7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM B
TO MEMBERSHIP AGREEMENT
HEALTH AND SAFETY MANAGEMENT ASSISTANCE SERVICES
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Subscription.** SWWC is engaged in providing consultation and coordination of Health and Safety Management Assistance Services related to the management of environmental health and safety concerns for Members; and the Member hereby subscribes to such services. These services are subject to change and may include:
 - Assisting the Member in identifying and prioritizing health and safety plans and programs.
 - Conducting on-site management assistance work during a minimum of one site visit to the Member site per fiscal year if total square footage is less than 140,000; or a minimum of two site visits to the Member site per fiscal year if the total square footage is greater than or equal to 140,000.
 - Working with the Minnesota Department of Education and other Service Cooperatives in the development of future health and safety workshops, meetings, etc.
 - Directing communication with Minnesota Department of Education.
 - Interpreting mandatory requirements from the Minnesota Department of Education.
 - Assisting in the completion of mandatory reports.
 - Providing personalized service such as summarizing communications (mass emails, etc.) to the Member, drawing attention to what it needs to attend or complete.
 - Assisting in determinations of what is allowable under Long-Term Facility Maintenance (LTFM) funding.
 - Assisting in the coding of LTFM expenditures.
 - Providing interpretations of regulatory agencies.
 - Conducting a mock OSHA building walk through.
 - Assisting in “Machine Guarding”.
2. **Annual Fee.** In consideration for the services described at Section 1 to this Addendum, the Member agrees to pay to SWWC an “Annual Fee” to be calculated as follows:

$$296,434 \text{ square feet} \times \$0.01/\text{square foot} = \underline{\underline{\$2,964.34}}$$

The Annual Fee shall be payable in one installment in accordance with the provisions of the Membership Agreement.

3. **Type III Vehicle Training – Additional Cost.** At the Member’s election, SWWC also facilitates an on-line Type III vehicle training course. This additional service is offered to the Member at an additional cost, calculated on a per driver basis. Additional information for this service can be found at www.swwc.org/TypeIII.
4. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM C
TO MEMBERSHIP AGREEMENT
DRUG & ALCOHOL SERVICES
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Purpose and Intent.** The purpose and intent of this Addendum define the administrative responsibilities in a Drug and Alcohol Management Program (the “Services”) to be offered by SWWC to the Member. The Services will be provided by Lakes Country Service Cooperative.
2. **Program Description.** The Member desires to obtain the services of a Consortium/Third Party Administrator (C/TPA) and agrees to pay for the following:
 - 2.1 Computer generated random selection. The pool follows the random testing rates as required by Federal Motor Carrier Safety Administration.
 - 2.2 Laboratory (SAMHSA) testing
 - 2.3 All testing supplies
 - 2.4 Overnight courier service
 - 2.5 Confidential information management
 - 2.6 DOT required statistical reports
 - 2.7 Medical Review Officer (MRO) services
 - 2.8 Blind sample compliance

3. **Program Description Fees:**

Program Access: Program Membership fee is **\$250.00** per District per Year.

Lab analysis per Drug test:

****Drug by urine testing – At cost; district will be direct billed from Lakes Country Service Cooperative**

***Testing Fees only apply to those individuals randomly selected from our statewide pool. Random selections are completed four times per year.*

4. **Enrollment; Payment.** The Member shall submit an enrollment form to SWWC for each driver. Program Membership Fee will be invoiced annually by Lakes County Service Cooperative. Fees for all other services and programs discussed herein will be invoiced following completion of services, and shall be payable as identified on the invoice.
5. **Member Responsibilities.** The Member shall be responsible for the following:
 - a. Completing the entire Enrollment Form initially, and providing updates (i.e. driver additions/deletions), and submitting such reports in a timely manner to SWWC.
 - b. Providing an employee that is the Designated Employer Representative (DER) for the Member.
 - c. If collection is conducted on-site by a mobile collector, providing a private location that meets requirements.

6. **Use of SWWC’s mobile collector Fees:**

*Alcohol Testing:

At cost; district will be direct billed from provider

*Drug Testing:

At cost; district will be direct billed from provider

Note: These costs are in addition to those described above in #3 Program Description Fees.

**Mobile Collections fees will be a direct bill from the mobile collections provider. If a member wishes to use a certified local center, please contact Kayla Speidel at 507-537-2275 or kayla.speidel@swwc.org to complete required setup.*

7. **Hold Harmless.** The Member recognizes that Lakes Country Service Cooperative (LCSC) is solely responsible for the performance of the Services. The Member further recognizes that SWWC merely acts as a financial intermediary and has no authority, and does not exercise control, over the manner in which LCSC performs its services. Therefore, to the fullest extent permitted by law, the Member agrees to: (i) hold SWWC, as well as LCSC agents and employees, harmless from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees arising out of or resulting from the performance of LCSC's services; and (ii) to look solely to LCSC for redress.
8. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM D
TO MEMBERSHIP AGREEMENT
REGIONAL MANAGEMENT INFORMATION CENTER (“RMIC”)
2024-25
Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member hereby subscribes to the Regional Management Information Center Services (“RMIC Services”) pursuant to the terms of the Membership Agreement and this Addendum. The RMIC Services to be provided by SWWC may include finance, payroll, and student administrative support services as outlined below.

2. **Business/SMART SYSTEMS Services; Fees.**

- a. **Fixed Operations, License & Workshop.** Fixed Operations, License & Workshop includes the overall fixed operations costs, SMART SYSTEMS software licenses, subscription and SMART SYSTEMS Trainings. New employee SMART SYSTEMS training will be provided virtually or at the SWWC Office.
- b. **Software Support/Development Assessment.** Members using SMART SYSTEMS software cooperatively finance the needed support to insure reliable software and to provide required and requested enhancements. Software Support/Development Assistance includes all software releases and upgrades for SMART SYSTEMS.
- c. **SMART SYSTEMS Support & Business Services.** The SMART SYSTEMS Support & Business Services offsets the cost of staff time used to support the SMART SYSTEMS software and Business Services, and includes overall SMART SYSTEMS, UFARS, and payroll assistance (email and phone support, UFARS edits, submissions, account code conversions, payroll adjustments, reporting for retirement, quarterly reports, STAR Reporting, W-2 processing, fiscal year-end (“FYE”) reporting, etc.). This fee is calculated by multiplying the rate set by the SWWC Board of Directors by the Member’s student enrollment.
- d. **Additional Charges.** The following non-exclusive list of additional charges may be billed separately to the Member:
 - i. Emergency services, training, and additional accounting and payroll/HR services not covered in basic fee will be charged at \$90.00 per hour (billed in one-half hour increments) when provided at the Member’s district office, plus the IRS mileage rate; or will be charged \$75.00 per hour (billed in one-half hour increments) when provided at the RMIC Office.
 - ii. Small Group Training – \$125.00/half day and \$210.00/full day.
 - iii. ACA Electronic Filing will be billed at \$275.00 for Original 1094/1095 B & C Forms and \$275.00 each for Amended 1094/1095 B & C Forms.
 - iv. Time Tracker: Fixed fee \$550 per district plus \$11/employee and \$7/sub if under 100 licenses, \$8/employee and \$5/sub if over 100 licenses.
- e. **Business/SMART SYSTEMS Services Worksheet:** If applicable, the Member’s Business/SMART Systems service fees shall be calculated as set forth below.

i.	FIXED OPERATIONS, LICENSE & WORKSHOP FEE:	<u>\$3,800.00</u>
ii.	SOFTWARE SUPPORT/DEVELOPMENT ASSESSMENT:	
	<u>1,105 @ \$9.50</u> per student =	<u>\$10,497.50</u>
iii.	SMART SYSTEMS SUPPORT & SERVICES FEE:	
	<u>1,105 @ \$4.20</u> per student =	<u>\$4,641.00</u>

3. **Business UFARS Support Services without access to SMART Systems; Fees.**

- a. The Finance UFARS Support & Business Services offsets the cost of staff time used to provide support and includes overall UFARS and general finance assistance (email support, phone support, fiscal year-end (“FYE”))

workshop and materials. This fee is calculated by multiplying the rate set by the SWWC Board of Directors by the Member's student enrollment.

- b. **Business Services Worksheet:** If applicable, the fees shall be calculated as set forth below.

- i. FINANCE UFARS SUPPORT WITHOUT ACCESS TO SMART SYSTEM

1,105 @ \$0.00 per student = \$0.00

4. **MARSS/Other Revenue Reporting Services; Fees.**

- a. **Fixed Operations, Training & Workshop.** Fixed Operations, Training & Workshop covers the overall fixed operations costs and membership and includes attendance at MARSS Trainings.
- b. **MARSS/Other Revenue Reporting and Services.** MARSS/Other Revenue Reporting and Service offsets the cost of staff time used to support the Member with multiple submissions of FYE (June 30) and Fall semester MARSS data (phone support, codes and procedures, MARSS edits, submissions, etc.), and includes training and support of the MARSS Web Edit Program which is used at the district level for editing and reporting of local MARSS data.
- c. **Additional Charges.** The following non-exclusive list of additional charges may be billed separately to the Member:

- i. Paper and postage will be billed at cost.
- ii. MARSS training and emergency services not covered in basic fee will be charged or \$90.00 per hour (billed in one-half hour increments) when provided at the Member's district office, plus the IRS mileage rate; or will be charged \$75.00 per hour (billed in one-half hour increments) when provided at the RMIC Office.
- iii. Small Group Training - \$125.00/half day and \$210.00/full day.

- d. **MARSS/Other Revenue Reporting Worksheet.** If applicable, the Member's MARSS/Other Revenue Reporting service fees shall be calculated as set forth below.

- i. FIXED OPERATIONS, LICENSE & WORKSHOP FEE: \$1,500.00

- ii. MARSS/OTHER REVENUE REPORTING SUPPORT & SERVICE FEE:

1,105 @ \$0.80 per student = \$884.00

5. **Extended Services; Fees.** In addition to the aforementioned services, the Member has chosen to subscribe, and SWWC agrees to perform those extended business services as per negotiated agreement (RMIC Exhibit A) with the Director of Business Services. The fees for such Extended Services may change from year to year at the discretion of the SWWC Board of Directors. The provision of the Extended Services shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with written notice of its intent to discontinue its subscription to Extended Services on or before March 1 (the "Direct Service Withdrawal Deadline"). If such Notice of Withdrawal from Service is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the fiscal year in which it was delivered. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Services for the next Extended Term. During the Initial Term of the Membership Agreement, the total fee for the Extended Services shall be:

0 @ \$475 per day = \$0.00

6. **Annual Fee; Payment.** In consideration for SWWC's RMIC Services as set forth in this Addendum D, the Member agrees to pay an annual fee to SWWC in the amount outlined below. Notwithstanding and provision in the Membership Agreement to the contrary, the Annual Fee (excluding Extended Services) due pursuant to this Addendum shall be payable in three installments during each Term, with one installment becoming due and payable on or before each of the following dates: July 30, October 15, and February 15. Extended Services shall be paid in monthly installments.

The total cost of RMIC Services for July 1, 2024 through June 30, 2025 is as follows:

Business/SMART SYSTEMS Services (3 installments)	\$18,938.50
Business UFARS Support Services w/out access to SMART Systems (3 installments) . . .	\$0.00
MARSS/Other Revenue Reporting Services (3 installments)	\$2,384.00
Extended Services Subscription (12 installments)	\$0.00
<u>TOTAL CONTRACTED RMIC SERVICES.</u>	<u>\$21,322.50</u>

- 7. **Term; Automatic Renewal; Timeline for Withdrawal from RMIC Services.** Notwithstanding any provisions in the Membership Agreement to the contrary, the parties’ obligations pursuant to this Addendum shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twelve (12) months.
- 8. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM E
TO MEMBERSHIP AGREEMENT
TECHNOLOGY SERVICES
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Description of Services.** SWWC is engaged in providing certain technology services listed below to its members at the rates listed below.

a. **Technology Services for Members with NO CONTRACT.**

Non-Contracting Entity:	Technology Service:	\$94.50/Hour
	After Hours Support:	\$117.00/Hour
	On-site Training Fee:	\$190.00/Hour
	Cybersecurity Services:	\$288.00/Hour

Note: Round Trip Mileage will be charged at the current IRS rate.

Round Trip Windshield Time will be assessed at the daily rate.

After-hours support shall be any support provided outside of normal support hours (7:00 a.m. to 5:00 p.m. Monday through Friday) or on an SWWC observed holiday.

Participant capacity for on-site training may be restricted depending on the type of training being provided. Capacity will be determined when training is scheduled.

b. **Basic Technology Services.**

- i. A Member subscribing to SWWC's Basic Technology Services shall be entitled to:

1. Access to SWWC's basic technology services for any employee of the Member.
2. Access to SWWC technology support and integration at discounted rates (discounted rate is dependent on the Member's contract level), including:
 - Phone support and assessment (additional charges for extended remote support (more than 10 combined minutes per incident) or remote access and site visit support)
 - Development of purchasing specifications for equipment and software
 - Discount pricing for Technology Days as defined below:
 - Discounted admission to technology workshops and presentations
 - Discounted admission rates for SWWC technology conferences
 - Free or discounted fees for SWWC sponsored training sessions
3. Discounted pricing (2% or higher discount) on SWWC Technology Coordinated Consortium Purchase Programs.
4. Complimentary enrollment and participation in SWWC's BrightBytes Clarity or Modern Learning offering technology evaluation and assessment toolset. Additional fees may apply for professional development, individualized analysis and trainings that may compliment the Clarity tools.

ii. **Basic Technology Service Fee.**

Enrollment less than 501	\$985.00	Enrollment Over 3,000	\$3,230.00
Enrollment 501 to 1,000	\$1,815.00	CCOGA less than 26 employees	\$260.00
Enrollment 1,001 to 2,000	\$2,290.00	CCOGA with 26 or more employees	\$420.00
Enrollment 2,001 to 3,000	\$2,970.00		

- c. **Supplemental Technology Support and Integration Services.** The Member may add the following Supplemental Technology Support and Integration Services to its Technology subscription. Such services will entitle the Member to on-site or remote support of network equipment and software (including installations and updates), as well as general assistance to the Member's current technology leadership and team. The Member will incur additional costs for each service listed below; the additional cost will be billed according to the Member's Technology Service Rate.

i. **Supplemental Technology Support and Integration Services (On-Call Services) Fees.**

1. A Member subscribing to SWWC's Basic Technology Services will further be entitled to receipt of on-call services at the following rates:

Technology Service:	\$85.00/Hour
On-site Training Fee:	\$140.00/Hour
Cybersecurity Services:	\$190.50/Hour
After Hours Support:	Billed at normal hourly rate
 2. The following additional charges or restrictions may apply:
 - Round Trip Mileage will be charged at the current IRS rate;
 - After Hours Support shall be billed at the Member's normal hourly rate;
 - Round Trip Windshield Time will be assessed at the daily rate;
 - Participant capacity for on-site training may be restricted depending on type of training being provided; capacity will be determined when training is scheduled.
- ii. **Supplemental Technology Support and Integration Services "Block Hours".** A district or entity may purchase block hours at discounted pricing to be utilized on a monthly basis. Block Hours must be used each month and may be carried over one subsequent month. If Block Hours are not used within the following month, they will be forfeited without refund. The following costs, restrictions and stipulations apply to the Member's purchase of Block Hours:
1. A Basic Technology Services Contract is required in order to receive this pricing.
 2. Additional Onsite Trainings will be charged at the rate of \$140.00/hour.
 3. Additional Technology Service Hours will be charged at the rate of \$85.00/hour.
 4. Block Hour Service Fees:
 - 1 day per month block

○ 12 Month Tech Support or Integration Option	\$7,824 / year
○ 9 Month Tech Integration Option	\$6,120 / year
 - 2 days per month block

○ 12 Month Tech Support or Integration Option	\$14,928 / year
○ 9 Month Tech Integration Option	\$11,790 / year
 5. Round Trip Mileage will be charged at the current IRS rate.
 6. 9 Month options are for Technology Integration services only and days must be scheduled between September 1 and May 31 of the contract year.
- d. **Technology Coordination or Integration Services.** A district or entity may contract with SWWC for Technology Coordination and Integration Services at dramatically reduced rates from the on-call Technology Services. The days reflected in this contract shall be scheduled upon contract execution or July 1 of the contract year, whichever is later. Contracted days do not count as on-call days. The days contracted must be scheduled for usage on a regular basis. On-call visits or remote support will be billed out at the normal Contracting Entity On-Call Technology Service rate in addition to the actual contract amount, as needed. On contracts of (3) days per week or more, Members may elect to stack technology coordination and integration services into a single contract. Scheduling of substituted days must be arranged prior upon the establishment of the contract term and substitution must occur in a consistent format to accommodate staffing.
- i. Onsite Training will be charged at the rate of \$140.00/hour.
 - ii. Additional technology service hours will be charged at the daily rate that corresponds with the selected contract level.
 - iii. **Technology Coordinator and Integration Services Fees.** *This service is inclusive of Basic Technology Services; Basic Technology Service Subscription Fee Waived. (Daily rates are provided for comparison purposes only; actual monthly billing will be 1/12th of annual contract.)*

12-Month Contract Rates

- | | |
|-------------------|--|
| • 1 Day per week | \$612.00/day = \$31,824 annual contract |
| • 2 Days per week | \$572.00/day = \$59,488 annual contract |
| • 3 Days per week | \$532.00/day = \$82,992 annual contract |
| • 4 Days per week | \$512.00/day = \$106,496 annual contract |

9-Month Contract Rates

- | | |
|-------------------|---|
| • 1 Day per week | \$648.00/day = \$25,920 annual contract |
| • 2 Days per week | \$613.00/day = \$49,040 annual contract |

- 3 Days per week \$577.00/day = \$69,240 annual contract
- 4 Days per week \$542.00/day = \$86,720 annual contract

Note: These rates include Round Trip mileage from SWWC to Technology Office Location at district. Mileage charges apply at the IRS rate for additional travel performed on district business.

e. Full-Time Technology Coordinator Services.

- Full-time Technology Coordination Services will place a full-time equivalency of SWWC technology service employees in a district or entity on a full-time basis. Holidays, sick and annual leave time, and professional development will be observed by the Member as a part of this agreement. Substitute Technology staff members may be provided at the discretion of the Member and SWWC. Entities entering into a full-time agreement for the first time must commit to a 3-year agreement as the initial term; the 3-year commitment discount will be applied during this initial term.
- The rate listed below includes Round Trip Mileage from SWWC to Technology Office Location at the District. Mileage charges apply at the IRS rate for additional travel performed on district business.
- The Member shall remain responsible for data retention and backups on days that the SWWC Employee is not on-site.

iv. Services Fees.

- The “Base Fee” for Full-Time Technology Coordinator or Integration Services shall be:

\$113,880.00 per year

- On-site training days may be purchased at \$140.00 per hour. Participant capacity for on-site training may be restricted depending on the type of training being provided. Capacity will be determined when training is scheduled.
- 3-year Full Time Technology Coordinator Service Commitment Discount.** Members that enter into a three 3-year commitment for Full-time Technology Coordination will receive a 3% discount on such services for each of the three (3) years.
- Full-Time contracts may be split between two neighboring Members or entities. A splitting fee will be assessed to each contracting entity when sharing a full-time contract. Contract splitting fees cover travel and administrative expenses associated with covering multiple Member. Split Contracts may not exceed a total of 5 days per week; additional days added to a full-time contract are subject to the rates associated with the additional service level.

Full Time Contract Splitting Fees: *80/20 Split Contract:* \$1,005.00 per entity

60/40 Split Contract: \$2,010.00 per entity

- Full-Time contracts may be split between Technology Coordination/Support and Tech Integration. A splitting fee will be assessed to the Member when splitting between Technology Coordination/Support and Tech Integration.

Full Time Contract Splitting Fees: *80/20 Split Contract:* \$1,600.00 per entity

60/40 Split Contract: \$3,200.00 per entity

- Additional Day Fees, for contracts totaling more than 5 days per week (fee will be divided based on contract assignment for contracts split among two districts): each additional day: \$1,240.00.

f. Comprehensive Cyber Security

i. Description of Services (the “Services”).

- The core purposes of the Services are to: (1) mitigate cyber threats, (2) coordination of cyber incident response, when necessary, (3) assist the Member Agency’s technology department’s in protecting the Member’s digital resources, and (4) providing guidance and assistance in cybersecurity to the Member.
- SC will perform annual security assessments and SC will use the annual security assessments to provide the Services. The annual security assessment will identify components in the Member’s organization that needs to be addressed to optimize security.
- In the 1st year of the Term (as that is defined in this Agreement), SC shall perform the following:
 - Service entry SC L1 security assessment for the Member within the first 3 months of the Effective Date.

- A SC L2 security assessment between 6 months and 1 year following the initial SC L1 security assessment.
 - A minimum of 2 scans of the Member's internal and external networks will be performed to assess network nodes for potential vulnerabilities that will need to be addressed by the Member and any issues/vulnerabilities noted are not included in the Services and shall be the sole responsibility of the Member to address and/or fix.
 - Firewall configuration security review.
 - Cybersecurity procedural review.
 - Development of baseline cybersecurity policy and procedure templates and guidance in implementing policies at Member district.
4. In years 2 through 5 of the Term, SC shall perform the following:
- 1 SC L3 security assessment.
 - Quarterly scans of the Member's internal and external networks to assess network nodes for potential vulnerabilities that will need to be addressed by the Member and any issues/vulnerabilities noted are not included in the Services and shall be the sole responsibility of the Member to address and/or fix.
 - Firewall configuration security review.
 - Procedural reviews to analyze current practices that may impact cybersecurity mitigation.
 - Development of cybersecurity policy and procedure templates.
 - Development and assistance in implementation of information security templates.
 - Monitoring and coordinating with Member technology department/teams to ensure the proper application of key operating system application, and system patching.
 - Development and monitoring of system lifecycles to ensure Member is eliminating the use of products and systems deemed to be obsolete.
 - Development of model policies that can be implemented by Member.
 - Develop and assist Member in implementation of a "Zero Trust" security architecture. The "Zero Trust" security architecture policies and procedures will be based on the premises that no individual or device, whether internal or external, should be trusted. The "Zero Trust" security architecture will be based on role-based permissions (defined based on network access role-based permissions) and the least amount of access possible that is necessary to complete an individual's job functions to ensure the appropriate access level.
 - Development of security continuity plan templates for Member to customize and implement.
 - Inventory management processes that include: assessment or guidance on the processes and policies for the effective implementation of physical inventory practices and development of templates and assistance in implementing equipment lifecycle management systems.
 - Development of templates and assistance in implementation of data lifecycle management procedures that include: data inventory and mapping, security clearances, data transmission and flow, and review of data destruction processes.
 - Threat monitoring and logging that includes: automatic vulnerability scanning when threats relevant to Member's environment are identified and utilize the Department of Homeland Security and Multistate-I Information Sharing and Analysis Center (MS-ISAC) resources for monitoring and resources.
 - Cyber incident response assistance that includes coordination or response efforts should a cybersecurity event occur and includes the following: providing initial analysis and threat assessment of Member's situation and aid in coordinating an effective and organized response to mitigate further exposure as a result of the incident. SC's response assistance does not replace the cyber forensics response or investigation that may be required by a cyber-liability insurer.
 - Development and assistance in implementing backup and disaster recovery practices that provide effective mitigation practices for cyber events.

- Research, development, and evaluation of services to ensure Member's is on the forefront of cybersecurity.
- Additional services may be added to this Agreement and added services may require added fees. Any additional services must be agreed to in a writing signed by both Parties.

5. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2029.

6. **Services Fees.** The full annual rate will be calculated annually based on the enrollment utilized in all SWWC contracts based on prior year enrollments reported to the Department of Education. All base and per-student fees used to calculate the annual rate for the Term shall remain the same for the full Term unless any additional services are added pursuant to this Agreement. There may be up to 3 discounts that apply to the annual rate. The 3 stackable discounts are whether the Member is a SC member (\$2,571 off the base rate and \$.25 off per student), a SC technology subscriber (\$1,190 off the base rate and \$0.40 off per student), a user of SC technology services of at least 1 day per week (\$2,375 off the base rate and \$0.80 off per student), and a member of the SWWC Wide Area Network Consortium (\$800 off the base rate and \$.60 off per student). Applied discounts to the annual rate shall be applied annually based on Member's membership and subscribed service participation in each applicable fiscal year. Should SC lower its base or per-student pricing for this service in any of the 5 years of the contractual term, the Member shall receive the service at the lower annual rate.

Comprehensive Cybersecurity Service contract rates for 5-year contracts established on July 1, 2024 and ending on June 30, 2029.

	Base Rate	Per Student
Non-Member	\$10,306.00	\$14.05
SWWC Member	\$7,735.00	\$13.80
SWWC Technology Subscriber	\$6,545.00	\$13.40
SWWC Technology Services Snap-in	\$4,170.00	\$12.60

A detailed multi-year Comprehensive Cybersecurity Service Contract will provided to the District for review and acceptance upon indicating that the District desires to enter into a contractual relationship for the stated services.

g. **E-Rate Coordination Services.**

- The Member may additionally subscribe to SWWC's E-Rate Coordination Services. Such services include the coordination and filing of E-Rate applications and forms to the Federal Communications Commission ("FCC") and the Universal Service Administrative Company's ("USAC") School and Libraries Division ("SLD"). SWWC's E-Rate staff will work with the Member's staff to collect all data necessary to perform the filings.
- Special Term.** Notwithstanding any provisions in this Addendum or the Membership Agreement to the contrary, the term of any E-Rate Coordination Services subscription shall be equal to one Funding Year (as defined by the FCC and the Universal Service Administration Company). Participation in E-Rate services requires the School's commitment to a 5-year term aligned to the FCC E-Rate program's 5-year Category 2 Budget Cycle. The Current 5-year budget cycle covers E-Rate Fund Year 2021 (Fiscal Year 2022) through Fund year 2025 (Fiscal Year 2026). A contract signed for E-Rate Services covering Fiscal Year 2024-2025 will cover the work required to manage E-Rate Fund Year 2025. A Member that entered into a 5-year E-Rate services term in the Fiscal Year 2022-2023 contract cycle for Fund Year 2021-2025, are entitled to contract continuation rates defined below. A Member that is entering into the Fund Year 2021-2025 Budget Cycle for E-Rate services for the first time in their Fiscal Year 2024-2025 contract are required to pay the New Contract Rates in Fiscal Year 2024-25 and will then qualify for Continuation Rates in subsequent years of the Category 2 Budget Cycle.

iii. **Services Fees.**

- Continuation Rates – Standard Rate E-Rate Coordination for Member District with a Fund Year 2021-2025 contract in place during 2023-24:

Enrollment less than 301	\$1,150 annual contract
Enrollment 301 to 700	\$1,950 annual contract
Enrollment 701 to 2,000	\$2,850 annual contract
Enrollment 2,001 to 4,500	\$3,650 annual contract
Enrollment over 4,501	Custom Member Pricing

- New Contract Rates – Standard Rate E-Rate Coordination for Member District with a Fund Year 2021-2025 contract in place during 2024-25:

Enrollment less than 301	\$5,750 annual contract
Enrollment 301 to 700	\$9,750 annual contract

Enrollment 701 to 2,000	\$14,250 annual contract
Enrollment over 2,001	\$18,250 annual contract

3. Non-Member Continuation Rates – Standard Rate E-Rate Coordination for Non-Member District with a Fund Year 2021-2025 contract in place during 2023-24:

Enrollment less than 301	\$1,610 annual contract
Enrollment 301 to 700	\$2,730 annual contract
Enrollment 701 to 2,000	\$3,990 annual contract
Enrollment 2,001 to 4,500	\$5,110 annual contract
Enrollment 4,501 to 7,000	\$7,840 annual contract
Enrollment 7,001 to 10,000	\$10,640 annual contract
Enrollment 10,001 to 15,000	\$15,050 annual contract
Enrollment 15,001 to 25,000	\$20,720 annual contract
Enrollment over 25,001	Custom Pricing

4. Non-Member New Contract Rates – Standard Rate E-Rate Coordination for Non-Member District with a Fund Year 2021-2025 contract in place during 2024-25:

Enrollment less than 301	\$8,050 annual contract
Enrollment 301 to 700	\$13,650 annual contract
Enrollment 701 to 2,000	\$19,950 annual contract
Enrollment 2,001 to 4,500	\$25,550 annual contract
Enrollment 4,501 to 7,000	\$39,200 annual contract
Enrollment 7,001 to 10,000	\$53,200 annual contract
Enrollment 10,001 to 15,000	\$75,250 annual contract
Enrollment 15,001 to 25,000	\$103,600 annual contract
Enrollment over 25,001	Custom Pricing

5. Holders of full-time, non-shared Technology Coordination contracts shall receive a \$500.00 annual discount on E-Rate Coordination Services and RFP preparation services shall be provided under the terms of the Full-Time Technology Coordination Contract.
6. Contract includes assistance in the research, development, evaluation assistance, and other activities pertaining to requests for proposals (RFP) and appeals, when necessary.
- iv. **Current Funding Year.** This Addendum covers all activities pertaining to the E-Rate Funding Year 2025, starting July 1, 2025, through June 30, 2026. The application process will begin in the fall of 2024. Activities pertaining to previous and future funding years falling within the term date of this contract will require a separate contract for the corresponding funding year.
- v. Letters of Agency and other contractual documents for E-Rate specific purposes will contain additional regulatory and program rule conditions and contractual language to which SWWC and the Member shall mutually agree.
- vi. **SC Duties.** SWWC's duties with regard to E-Rate Coordination Services include:
 1. Track and assist in the submission all E-Rate related forms for the Member.
 2. Meet with appropriate Member personnel to determine proper submission process and eligibilities for district.
 3. Assure all applications and forms submission meet processing standards and submission deadlines.
 4. Assist in assuring that the Member meets requirements for E-Rate eligibility including but not limited to the Children's Internet Protection Act ("CIPA") and records retention.
 5. Assist the Member in maintaining duplicate records on behalf of district for up to 10 years as required by the SLD. Member is ultimately responsible for maintaining archived records of all E-Rate related communications for 5 years following the end of any contract receiving E-Rate funding.
 6. Coordinate with service providers for the appropriate application of E-Rate discounts.
- vii. SWWC does not guarantee that applications submitted by its staff or clients will necessarily result in funding commitments given the ever-changing rules and their interpretations by the staff of the FCC's Schools and Libraries Division ("SLD"). SWWC shall not be held responsible in the incident that a funding request is not successful or goes under Privacy Impact Assessment review or audit with the SLD or FCC.

- viii. **IMPORTANT:** *E-Rate coordination services do not relinquish the responsibility from the Member to adhere to the program rules and laws placed on the E-Rate program by USAC, the FCC or any other governing agency. SWWC shall under no circumstance be legally or financially responsible for requested or committed funding that is denied or rescinded by USAC or the FCC. The Member is solely responsible for ensuring that all local bid and contract requirements are met by their district when establishing agreements with vendors for E-Rate funded services.*

h. **Student Data Privacy Program.**

i. Definitions.

1. Technology Provider - established in Minnesota Statute 13.32.subd.1.g. and defines a provider of systems or solutions utilized in a school district as a part of a one-to-one deployment or otherwise that create, receive or maintain education data. Technology providers can be in the form of hardware, software, apps, extensions, plugins, websites, and other solutions that may result in the creation, processing, or maintenance of education data.
2. Approved Technology Provider – A Technology Provider that has been vetted and determined to be in compliance with the statutory requirements of the Minnesota Student Data Privacy Law as defined within Minnesota Statute 13.32.

ii. A Member subscribing to SWWC’s Student Data Privacy Program shall be entitled to the following.

1. SWWC shall provide to the Member access to the SWWC Data Privacy Program. The Program will provide the Member with several services and functions that will include the assembly of a “Technology Provider” inventory. The listing included in this agreement may not be comprehensive as the Program continues to develop and mature.
2. The Program shall provide a service, that when appropriately implemented by the Member, will provide solutions allowing the Member to develop the materials necessary to provide parents and students with annual notifications of Technology Providers in use within the Member school system.
3. SWWC shall provide through its Clearinghouse approval statuses of Member Technology Providers that are discovered both through automated and manual processes.
4. The Member understands that the status of Technology Providers in the Clearinghouse is determined by assessing the provider against requirements of Minnesota State Law, and the Clearinghouse determined status of products applies universally to all school districts participating in the SWWC Data Privacy Program. SWWC shall hold a contract with on behalf of T to fulfill the contractual obligations of this agreement. The cost of the 3rd party service is covered by the costs associated with this agreement.
 - The Member shall be provided with access to automated “Technology Provider” discovery tools provided by a 3rd party service provider
 - The Member will have access to a Technology Provider Inventory of approved Technology Providers that have been identified as being in use in their schools.
 - SWWC will provide Member with the ability to view lists of those Technology Providers found to be in use in their schools that are not currently approved.
5. Data Privacy Agreements will be obtained from Technology Providers for the SWWC Data Privacy Program. Upon finalization of Data Privacy Agreements with Technology Providers, a fully executed copy of the agreement will be made available through the Clearinghouse and attached to the records available through to the Member and through their Technology Provider Inventory listing.
 - The Member confirms that as a Minnesota School District, it is expressly authorizing SWWC Service Cooperative, a public agency defined as Independent School District 991, a statutorily defined joint powers organization under Minnesota Statute 123A.21, to negotiate and execute Data Privacy Agreements on the Member’s behalf, and the Member shall recognize the Data Privacy Agreement as Amendment E to its contract with the defined Technology Provider.
 - SWWC will not, unless expressly authorized to do so under a separate contractual agreement, enter into any agreement that commits the Member to any financial obligation to a Technology Provider.

iii. In consideration of services covered by this agreement.

1. SWWC will, in good faith, evaluate Technology Provider contracts which may consist of their Terms and Conditions, End User License Agreement, Privacy Policy, Data Privacy Agreement, and other

documentation provided by the Technology Provider to provide evidence of their compliance with the Minnesota Student Data Privacy Law.

- SWWC shall not be responsible for any errors or omissions in the assessment of a Technology Provider's compliance.
 - SWWC shall not be responsible for any documentation or statements provided by a Technology Provider to make these determinations.
2. Member District shall review all Technology Provider records identified as being in use in its schools.
- Member District shall notify SWWC of any known Technology Providers not listed as being in use to have them manually added to the Member District's inventory.
 - Member District shall notify SWWC of any Technology Providers identified as being in use, but not authorized for use in its schools that should be removed from the Member District's inventory.
 - Member District is completely responsible for the timely direct annual communication to parents and students as required by law.
3. Through participation in the SWWC Data Privacy Program, SWWC and Member District will be working collaboratively and in good faith to perform due diligence in the evaluation and vetting of Technology Providers. Member District acknowledges that it is ultimately responsible for the accuracy of data representing its schools and ensuring that the requirements of the Minnesota Student Data Privacy Law are satisfied for Member District's schools.
- iv. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.
- v. **Services Fees.** The "Base Fee" for Student Data Privacy Program shall be \$1,850 per school district per year and the per student fee is \$.65 per student per year. Pro-rated pricing for services beginning after July 1st is not available.

i. **Email Security Service.**

- i. In consideration of services covered by this agreement.
- 1. Services are compatible with GSuite (Google Mail/Gmail), Microsoft 365, Microsoft Exchange on-premises, and SMTP based Email systems.
 - 2. Email Security service provides Spam Detection (99.7% effectiveness), advanced multi-layer malware detection, security message delivery, message tracking, virus outbreak response service, email data loss prevention, content disarm and reconstruction, URL click protection, impersonation analysis, cloud sandboxing.
 - 3. For Microsoft 365 mailboxes, the following features are included in the service: Realtime scanning of mailboxes for existing or newly discovered threats already delivered to an inbox. Post-delivery "clawback" of newly discovered email threats allowing the service or administrators to remove identified threats already delivered to the inbox.
 - 4. Integration with LDAP is available. The Member is responsible for the setup and provision of domain access credentials for setup of the LDAP service.
 - 5. Members that begin services after July 1 will receive pro-rated billing for the services based on the actual start date, but no more than 50% of the full annual service fee.
 - 6. SWWC will perform Email Account Audits periodically to verify the number of email accounts that the Member has in their filtered domain(s) and contact the Member to verify numbers.
 - 7. The Member is responsible for making minor changes to the DNS records as provided by SWWC, if SWWC does not host the Member's DNS, for the domains to be filtered. SWWC shall be held harmless of issues with DNS records not held by SWWC.
- ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.

- iii. **Services Fees.** The annual service fee for this service is \$6.35 per email account per year. An additional one-time setup fee of \$250.00 will be assessed upon initial start of service. The setup fee will be waived for SWWC WAN Participants.

j. **Email Archiving Service.**

- i. In consideration of services covered by this agreement.
1. The Member may subscribe to Level 1 or Level Services, but not both. The Service is compatible with GSuite (Google Mail/Gmail), Microsoft 365, Microsoft Exchange on premises.
 2. The number of email accounts for which the Services are provided shall be calculated annually based upon the actual number of active email accounts on the email server being archived. Inactive accounts (*i.e.*, former employee accounts) shall continue to be retained according to the Service Level retention schedules attached hereto as Exhibit A, however those accounts shall no longer be counted in the annual billing as so long as the email account was inactive for the entire period of July 1 through June 30 of the billing year.
 3. Emails retained and archived by SWWC under this Agreement will be stored in a database referred to as the "Email Archive". Access to the Email Archive shall be restricted to up to two administrators designated by the Member; one administrator must be the Member's technology administrator.
 4. Member administrators may create legal holds on data within the Email Archive by contacting SWWC's support staff. The creation of a legal hold on data may cause such data to be retained longer than the automated retention period for which the Member has subscribed.
 5. Services provided by SWWC shall provide the Member with an email archival system capable of meeting generally acceptable data retention requirements. The Member acknowledges that the Member is fully responsible for the Member's email archiving and data retention policies and acknowledges that the Level(s) of Service provided by SWWC have been properly selected by the Member to meet the Member's internal policies. Under no conditions shall SWWC be responsible for providing any Services or Level of Service which does not meet the requirements mandated by the Member's email archiving and document retention policies, or local, state or federal laws.
 6. SWWC shall perform backups of any data stored within the Email Archive. In the event of a failure of the Email Archive or any equipment used or associated with the Services provided under this Agreement, SWWC will be unable to guarantee immediate system availability; a period of up to 7 days may be required to replace failed equipment and fully restore archival databases. Upon restoration of the archival system Member data may still be archived if the Member's email system is properly equipped and configured to maintain journaling or archival logs for such purposes. The Member acknowledges that it is the Member's responsibility and obligation to ensure that its email server is properly configured to allow for archival of emails during any disruption in Services.
 7. In the event of loss of Services due to circumstances outside of SWWC's control, such as a reduction in or loss of network connectivity, or general acts of God, SWWC may be unable to archive email and other data in real-time and a delay in archival communications may occur. The Member acknowledges that depending on the Member's server/system settings at, some data may not be archived during prolonged communication issues.
 8. SWWC will perform audits of the Member's email accounts Audits periodically to verify the number of email accounts that a Member has in their archived domain(s) and contact the Member to verify numbers.
 9. If SWWC does not host the Member's email server, the Member shall be responsible for making changes, alterations and updates to the Member's email server as directed by SWWC.
 10. Under no circumstances shall SWWC be liable to the Member for any damages which arise in any way, in whole or in part, as a result of any action, error, mistake or omission, whether or not negligence on the part of SWWC occurs. The Member agrees to indemnify, defend and hold SWWC harmless for any and all claims, demands, suite or actions, including attorneys' fees, arising out of SWWC's performance or failure to perform under the terms of this Agreement.

11. SWWC shall further be held harmless of any data requests or subpoenas that cannot be met by the Member. Meeting such requests shall be the full responsibility of the Member. Assistance in accessing data to meet such requests may be provided by SWWC staff to the Member's administrators for an additional cost.
- ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.
- iii. **Services Fees.**

1. Level 1: Service levels for staff email accounts. Student email archiving provided at no additional charge.
 - Three-year email retention for staff accounts at \$8.50 per staff email account.
 - Five-year email retention for staff accounts at \$10.00 per staff email account.
2. Level 2: Service levels for student email accounts.
 - One-year email retention for student accounts at \$3.00 per student email account.
 - Three-year email retention for student accounts at \$5.00 per student email account.

k. **Secured Remote Backup Service.**

- i. In consideration of services covered by this agreement.
 1. The total amount of data for which the Services are provided shall be calculated annually based upon the actual capacity consumed by the data being backed up. Data capacity consumed will be based on the amount of data utilized during the peak utilization during the fiscal year to allow for SWWC to appropriately provide data capacity sufficient to cover peak utilization for all participating entities in this service.
 2. Data backups will be performed directly from the Member's servers to either the SWWC data center in Windom or Marshall, Minnesota. Replication of the Member's backed up data shall then take place to the SWWC data center that is not the primary data backup site for the Member. Access to data backups shall be restricted only to qualified and trained technology support personnel as defined by the Member.
 3. The Member shall set versioning requirements, retention policies and identify server logical hard disks which will be included in offsite backups. The Member's requests will directly impact the overall amount of data being consumed in this service and therefore directly impacting the billable amount that SWWC shall invoice to the Member.
 4. Pursuant to applicable data retention laws, the Member, its agents, employees and administrators are prohibited from deleting any information from the data backups that is being vaulted for purposes of investigations or data requests by investigative entities or entities having jurisdiction.
 5. Member administrators may create legal holds on data within the data backups by contacting SWWC's support staff. The creation of a legal hold on data may cause such data to be retained longer than the automated retention period for which the Member has subscribed.
 6. Services provided by SWWC shall provide the Member with a data backup solution capable of meeting offsite, disaster recovery compliant standards. The Member acknowledges that the Member is fully responsible for the Member's data backup and data retention policies and acknowledges that the Level(s) of Service provided by SWWC have been properly identified by the Member to meet the Member's internal policies. Under no conditions shall SWWC be responsible for providing any Services or Level of Service which does not meet the requirements mandated by the Member's data backup and retention policies, or local, state or federal laws.
 7. SWWC shall perform backups of any data stored within identified servers in the Member. In the event of a failure of the Data Backup System or any equipment used or associated with the Services provided under this Agreement, SWWC will be unable to guarantee immediate system availability; a period of up to 7 days may be required to replace failed equipment and fully restore hardware related to this service. Upon restoration of the data backup system the Member data may still be backed up to the offsite service if unless already deleted from the Member's servers.

8. In the event of loss of Services due to circumstances outside of SWWC's control, such as a reduction in or loss of network connectivity, or general acts of God, SWWC may be unable to backup data in real-time and a delay in data backup communications may occur. The Member acknowledges that depending on the Member's server/system settings at, some data may not be backed up during prolonged communication issues.
 9. SWWC will perform audits of the Member's data backup utilization periodically to verify the backup space requirements and retention policies that the Member has identified are being met and that appropriate storage space will continue to be available on SWWC equipment to provide continual backup services.
 10. If SWWC does not host the Member's servers, the Member shall be responsible for making changes, alterations and updates to the Member's servers as directed by SWWC in order to prepare for and install any software required for SWWC to provide Data Backup Services to the Member. The Member may elect to contract with SWWC to provide installation support on the Member's equipment for the provision of this service, in which case the Member will be billed on an hourly basis based on the Member's hourly subscription rate for SWWC Technology Services.
 11. Under no circumstances shall SWWC be liable to the Member for any damages which arise in any way, in whole or in part, as a result of any action, error, mistake or omission, whether or not negligence on the part of SWWC occurs. The Member agrees to indemnify, defend and hold SWWC harmless for any and all claims, demands, suite or actions, including attorneys' fees, arising out of SWWC's performance or failure to perform under the terms of this Agreement.
 12. SWWC shall further be held harmless of any data requests or subpoenas that cannot be met by the Member. Meeting such requests shall be the full responsibility of the Member. Assistance in accessing data to meet such requests may be provided by SWWC staff to Member administrators for an additional cost.
- ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.
 - iii. **Services Fees.** \$920.00 annually for first 500 GB of space consumed by the Member's backup files. \$100.00 annually for each additional 100 GB of space by Member's backup files beyond initial 500 GB.
 1. SWWC Technology Solutions representatives and Member designated staff shall establish a customized service level agreement for the Member's backups including:
 - Servers and/or end-user equipment and the corresponding drives to be backed up on those devices.
 - Full and incremental backup strategy for server and computer files.
 - Number of backup versions retained for individual backups.
 - Retention of backups under special circumstances.
 2. The Member defined service level may result in a higher annual fee for additional backup storage space necessary to retain the number of versions or special retention schedules.

1. Website ADA Accessibility and Usability Support with Siteimprove.

- i. In consideration of services covered by this agreement.
 1. The Member hereby agrees to purchase, and SWWC agrees to provide, participation in services through a cooperatively purchased subscription to Siteimprove provided solutions to ensure website usability and ADA compliance.
 2. The Services shall include:
 - Quality Assurance: Crawls website and identifies quality issues.
 - Policy: Allows Customer to set website parameters to ensure consistency in content.
 - Accessibility: Checks website against selected WCAG 2.0 accessibility standards and WAI-ARIA techniques.

- SEO: Details technical and content-related issues affecting search engine rankings and traffic to the website.
- Priority: Allows Customer to set criteria for order in which issues and errors are reported. This service requires the implementation of a script on the website.
- Accessibility Community Membership: Membership to Siteimprove's Accessibility Community.
- PDF Scanning: Assessment of PDF's on website to ensure accessibility requirements are met.
- Response: Monitors website's availability and performance.
- Usability: Understand your users' experience on your website with Heat Maps, Scroll Maps, Click Maps, Online User Survey, Internal Search Stats.

ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.

iii. **Services Fees.** Fees for the service are fully dependent on the number of webpages and PDF files contained in the Member's website. Discounts available to the Member by participating in this service are based on the overall participation of SWWC member school districts.

m. **OnDemand IT Certification Training Solution with Stormwind Studios.**

i. In consideration of services covered by this agreement.

1. The number of licenses for which the Services are provided shall be calculated annually based upon the actual number of active users needing access to the system.
2. The Member is responsible for informing SWWC of licenses needing to be cancelled or removed from automatic renewal.
3. The Member may transfer licenses from an employee whose employment is ending to a new employee during the term of this agreement by notifying SWWC of the changes.
4. SWWC and Member are subject to the terms and conditions of the End-user License Agreement(s) and Terms and Conditions of Stormwind Studios. Under no conditions shall the SWWC be responsible for providing any Services or Level of Service under the terms of this agreement other than the benefit of aggregated purchasing discounts that are passed on to Customer.
5. SWWC may, at its discretion, offer in-kind or fee-for-service value added offerings that complement the trainings being provided through Stormwind Studios.
6. Under no circumstances shall SWWC be liable to the Member for any damages which arise in any way, in whole or in part, as a result of any action, error, mistake or omission, whether or not negligence on the part of SWWC occurs. The Member agrees to indemnify, defend and hold SWWC harmless for any and all claims, demands, suite or actions, including attorneys' fees, arising out of SWWC's performance or failure to perform under the terms of this Agreement.

ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.

iii. **Services Fees.** Ultimate Access includes access to all Stormwind Studios Training Content, which is over 250 courses for technology-industry leading certification preparation.

- \$1,250.00 annually per user license for SWWC Technology Subscribers
- \$1,500.00 annually per user license for SWWC Members without Technology Subscriptions
- \$1,700.00 annually per user license for SWWC Non-Members

n. **Moodle Course Hosting Service**

i. In consideration of services covered by this agreement.

1. SWWC will provide to member with access to courses, as requested by Member, on a shared Moodle server environment in which other member courses will co-exist.

2. Member will only have access to its own courses and all student information in courses will remain the explicitly accessible by only the Member that owns the courses
 3. Enrollment information for courses shall be supplied by the member prior to the beginning of the course in a format prescribed by SWWC. All enrollment changes following the initial course roster upload will be performed through requests to the SWWC Technology Support Helpdesk either individually or through additional course roster updates.
 4. Self-registration options will be made available to the Member whereas “students” in courses may self-enroll into the course based on criteria mutually agreed upon by the Member and SWWC and fully supported by the Moodle course management system.
 5. There are no limitations to the number of students that are able to be enrolled into a Moodle course.
 6. There is a 10 GB storage limit for each individual course. Courses surpassing the 10 GB limit will be assessed in accordance with the service fees below.
- ii. **Term.** The term (“the Term”) of this Agreement shall be from the Effective Date until June 30, 2025.
 - iii. **Services Fees.** Fees for the service are fully dependent on the number of courses requested to be hosted by Member and the storage required by the course being hosted.
 1. An annual service fee of \$80.00 per course will be charged to the Member. The annual service fee will not be pro-rated for courses that are less than a full year.
 2. For courses requiring more than 10 GB of storage capacity, an overage fee of \$15.00 per 1 GB increment over 10 GB will be assessed on the annual service fee billing. Overage fees will not be pro-rated.

o. Moodle In Your School Service – District-wide Moodle learning management solution

- i. In consideration of services covered by this agreement.
 1. Member will have access to the Moodle System on a dedicated Moodle hosting server exclusively accessible by the Member
 2. Member will be able to fully administer user accounts, enrollments, course creation, teacher assignments, and other administrative functions.
 3. LDAP and other supported directory integration will be available. Additional consultation fees for setup will be assessed if Member requires assistance from SWWC.
 4. Custom URL/domain, and customized themes that are “branded” to Member are supported in this environment. Additional consultation fees for setup will be assessed if Member requires assistance from SWWC.
 5. Storage capacity of 500 GB is included in the base package of this service. Additional storage utilized above 500 GB will be charged to the Member in accordance with the Service Fees below.
- ii. **Term.** The term (“the Term”) of this Agreement shall be from the Effective Date until June 30, 2025.
- iii. **Services Fees.** Fees for the service are based on a flat fee plus a service fee per student enrolled in Member District. Additional fees will be assessed based on the storage required to host the Member’s Moodle Server.
 1. An annual base service fee of \$1,350.00 plus \$1.05 per student will be charged to the Member. The annual service fee will not be pro-rated for agreements beginning after July 1.
 2. For Moodle environments requiring more than 500 GB of storage capacity: an overage fee of \$210.00 per 100 GB increment over 5000 GB will be assessed on the annual service fee billing. Overage fees will not be pro-rated.

2. **Agreement.** Being fully informed of each technology service option available to it, the Member desires to subscribe to those technology services indicated at Section 5 of this Addendum. SWWC agrees to provide such services according to the terms of the Membership Agreement and the terms set forth in this Addendum. The Member agrees to remit timely payment for such services as provided herein.

3. In Consideration of all contracted supplemental technology services: Contracted Time purchased for Technology Services is for use within the contracting entity only. Services provided at the Member site, or the location of a Member sponsored event, in which attendees other than those of the Member will be in attendance, shall be billed at the “on-site training fee” for entities with no contract as listed in Section 1a.
4. **Hold Harmless.** SWWC shall hold no liability for any equipment malfunctions, loss of data or data privacy violations that may occur at the Member site. The Member is solely responsible for ensuring that backups, data consistency and retention of data is being performed as well as all other day-to-day operations of the Technology Department of the Member. The Member is responsible for ensuring that all filings, certifications and licensing are met. Loss of funding or fines imposed on the Member are the sole responsibility of the Member and not the responsibility of SWWC. The Member agrees to hold SWWC harmless for any cost, fees or liabilities, including attorneys’ fees that SWWC may incur as a result of any service discussed in this Addendum.
5. **Subscription.** Listed below are the General Technology Services fees for your district based upon what was subscribed to in the previous fiscal year.

Basic Technology Services (payable on or before July 30, 2024)	\$0.00
Supplemental Technology Support or Integration Services Block Hours (payable monthly)	\$0.00
Technology Coordinator or Integration Services (payable monthly)	\$110,400.00
E-Rate Coordination Services (payable after the Form 470 has been completed)	\$2,350.00
Comprehensive Cyber Security Services (payable monthly)	\$15,260.25
Student Data Privacy Program (payable on or before July 30, 2024)	\$1,545.00
Email Security Service (payable on or before June 30, 2025)	Yes
Email Archiving Service (payable on or before June 30, 2025)	Level 1 – 3 Year Retention
Secured Remote Backup Service (payable on or before June 30, 2025)	Yes
Website ADA – Siteimprove (payable on or before July 30, 2024)	No
OnDemand IT Cert Training – Stormwind (payable on or before June 30, 2025)	No
Moodle Course Hosting Service (payable on or before June 30, 2025)	No
Moodle in Your School Service (payable on or before June 30, 2025)	No

6. **Payment.** SWWC shall invoice the Member for all charges incurred pursuant to this Addendum as such charges accrue. The Member agrees to pay all amounts due SWWC pursuant to this Addendum within forty-five (45) days of receipt of an invoice from SWWC. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM F
TO MEMBERSHIP AGREEMENT
SPECIAL EDUCATION SERVICES
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Subscription.** The Member hereby subscribes to SWWC's Special Education Services (the "Services"), specifically subscribing to those Services indicated at Section 12 below. As noted at Section 12, the Services are classified as either "Direct Services" or "Administrative Services". As used herein, the phrase "Administrative Services" shall include Special Education Director, and Due Process Specialist services. The Member hereby agrees and acknowledges that the timelines governing its ability to withdraw from such Services depends upon this classification.
2. **Term.** SWWC shall provide the Services to the Member from August 15 through June 15 during the Initial Term (as defined below) and shall continue to provide such services from August 15 through June 15 during each Extended Term (as defined below) in which this Addendum is in effect.
3. **Administrative Services: Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provisions in the Membership Agreement to the contrary, the parties' obligations regarding the Member's subscription to Administrative Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twenty-four (24) months (the "Administrative Services Initial Term"). The provisions of this Addendum shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with a minimum of twelve (12) months' notice of the Member's intent to discontinue its subscription to the Administrative Services by delivering to SWWC a written notice of such intent (referred to as "Notice of Intent to Withdraw from Administrative Services") to SWWC on or before June 30 (the "Administrative Services Withdrawal Deadline"). If such Notice of Intent to Withdraw from Administrative Services is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the following fiscal year. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Administrative Services for the next Extended Term.
4. **Direct Services: Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provision in the Membership Agreement or this Addendum to the contrary, the parties' obligations regarding the Member's subscription to Direct Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twelve (12) months (the "Direct Services Initial Term"). The provision of this Addendum shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with written notice of its intent to discontinue its subscription to any Direct Service (referred to as "Notice of Withdrawal from Direct Service") on or before March 1 (the "Direct Service Withdrawal Deadline"). If such Notice of Withdrawal from Direct Service is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the fiscal year in which it was delivered. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Direct Services for the next Extended Term.
5. **Payment.** In exchange for SWWC's agreement to provide the subscribed-for services, the Member acknowledges and agrees that it shall be responsible for the TOTAL ADDENDUM PRICE set forth at Page 2 to this Addendum. SWWC shall estimate such usage for Direct Services for the Member at the beginning of the term. Actual usage shall then be reconciled by SWWC at the final payment at the end of the term. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in four installments, one of each which is due on or before August 15, November 15, February 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
6. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.
7. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below; however, if a personnel's time is not fully utilized Members will share such unused cost proportionally based on overall usage. Specialized equipment for student use is not included. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
8. Required SWWC service personnel who are funded at the lower "Single District Rate" level shall be entitled to receive all of the rights and benefits of personnel who are funded at the "Full Service Rate".

9. The dates and times for the furnishing of the services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
10. SWWC will exercise its best efforts to provide to the Member the services of those professionals specifically contracted for. However, the Member recognizes that the availability of required SWWC personnel may change.
11. All performance reviews of required service personnel shall be conducted by a SWWC special education administrator and shall be in accordance with the policies and procedures established by SWWC.
12. **Services.** The Member hereby agrees to subscribe to those services indicated below:

<u>Direct Services:</u> includes office/prep time	<u>TOTAL ESTIMATED PRICE</u>
School Psychologist Services	\$98,400.00
Speech/Language Pathologist Services	\$293,880.00
Social Worker Services	\$0.00
Teacher of the Visually Impaired Services	\$0.00
ECSE Teacher Services	\$174,590.00
DAPE Teacher	\$0.00
Teacher of the Deaf/Hard of Hearing	\$43,560.00
Occupational Therapy Services	\$111,230.00
Orientation and Mobility	\$0.00
Physical Therapy Services	\$0.00
Autism Consultant Services	\$0.00
<u>Administrative Services:</u>	
Regional ECSE Coordination Services	\$3,098.00
Special Education Cooperative Membership Fee	\$29,890.00
Shared Special Education Administrative Services	\$64,738.00
Single District Special Education Administrator	\$0.00
<u>TOTAL ADDENDUM PRICE</u>	<u>\$819,386.00</u>

SC MEMBER

BY: Dr. Klint W. Willert
Dr. Klint W. Willert (Jun 5, 2024 16:17 CDT)
 Authorized Signature

SWWC SERVICE COOPERATIVE

BY: Legan Hilland
 Authorized Signature

ADDENDUM G
TO MEMBERSHIP AGREEMENT
BEHAVIORAL HEALTH SERVICES
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Subscription.** The Member has chosen to subscribe to SWWC's Behavioral Health Services (the "Services"). The Services may include Behavior Analytic Services and Mental Health Services.
2. **Term.** SWWC shall provide the Services to the Member from August 15 through June 15 during the Initial Term (as defined below) and shall continue to provide such services from August 15 through June 15 during each Extended Term (as defined below) in which this Addendum is in effect.
3. **Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provision in the Membership Agreement or this Addendum to the contrary, the parties' obligations regarding the Member's subscription to Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twelve (12) months (the "Services Initial Term"). The provision of this Addendum shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with written notice of its intent to discontinue its subscription to any Services (referred to as "Notice of Withdrawal from Direct Service") on or before March 1 (the "Direct Service Withdrawal Deadline"). If such Notice of Withdrawal from Service is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the fiscal year in which it was delivered. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Services for the next Extended Term.
4. **Payment.** In exchange for SWWC's agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the "TOTAL ADDENDUM PRICE" set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in four equal installments, one of each which is due on or before August 15, November 15, February 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
5. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. Specialized equipment for student use is not included. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
6. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.
7. The dates and times for the furnishing of the services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
8. SWWC will exercise its best efforts to provide to the Member the services of those professionals specifically contracted for. However, the Member recognizes that the availability of required SWWC personnel may change.
9. All performance reviews of required service personnel shall be conducted by a SWWC administrator and shall be in accordance with the policies and procedures established by SWWC.
10. **Services.** The Member hereby agrees to subscribe to those services indicated below:

SERVICES	PACKAGE	TOTAL PRICE
Behavior Analytic Services	Package D	\$23,400.00
Mental Health Services		\$0.00
Licensed School Nursing Services		\$0.00
TOTAL ADDENDUM PRICE		\$23,400.00

ADDENDUM H
TO MEMBERSHIP AGREEMENT
SHARED CURRICULUM AND INSTRUCTION COORDINATION SERVICES
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Shared Curriculum and Instruction Coordination Services (the “Services”). The services to be provided by SWWC may include:

Data Mining and/or Data Retreat
Coordination of Standards Alignment

- Unpacking Standards
- Creating Learning Targets
- Prioritizing Standards
- Creating Common Assessments
- Selecting Appropriate Instructional Strategies

Professional Development

- Coordination/Facilitation of workshops/early release
- Professional Learning Community Implementation
- Support Leadership Teams
- Curriculum Coordination
- Coordination of Standards-Based Curriculum Selection and Implementation

2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC’s agreement to provide the subscribed-for services, the Member acknowledges and agrees that it shall remit payment for the “TOTAL ADDENDUM PRICE” set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without additional cost or charge to the Member. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
5. The dates and times for the furnishing of the services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the package cost as calculated below:

TOTAL ADDENDUM PRICE

\$0.00

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM I
TO MEMBERSHIP AGREEMENT
TEACHING AND LEARNING CUSTOMIZED SERVICES
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Teaching and Learning Customized Services (the “Services”). The Services may include the following: math and reading intervention & data support, guided reading support, standards alignment, standards based grading, curriculum and assessments, PLC work, or best practices in instruction.
 - a. Districts subscribing to Shared Curriculum & Instruction Coordination Services:
 - i. \$850/day + mileage
 - b. Districts not subscribing to Shared Curriculum & Instruction Coordination Services:
 - i. Package A (30 hours) \$4,950, Package B (60 hours) \$9,275, Package C (120 hours) \$16,950, Package D (180 hours) \$24,975, Less than five days T&L Support \$1,000/day + mileage
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC’s agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the “TOTAL ADDENDUM PRICE” set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
5. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the TOTAL ADDENDUM PRICE as set forth below:

TOTAL ADDENDUM PRICE	<u>\$0.00</u>
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7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM J
TO MEMBERSHIP AGREEMENT
INSTRUCTIONAL COACHING FOR TEACHERS
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Instructional Coaching for Teachers Services (the “Services”). The Services may include the following: Up to 180 minutes of monthly, direct teacher support (as recommended by New Teacher Center) plus follow-up per teacher.
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC’s agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the “TOTAL ADDENDUM PRICE” set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
5. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the TOTAL ADDENDUM PRICE as set forth below:

TOTAL ADDENDUM PRICE **\$0.00**

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM K
TO MEMBERSHIP AGREEMENT
STARRS ONLINE ACADEMY
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to STARRS Online Academy Services (the “Services”). The Services may include the following: Access to supplemental online learning school. Students enrolled in the STARRS Online Academy will have access to a variety of content courses and elective offerings.
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC’s agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment at the “PER CREDIT RATE” set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in four installments, one of each which is due on or before October 15, December 15, March 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability) and instructional materials required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the PER CREDIT RATE set forth below. Districts must provide the student access to a laptop, desktop or chrome book and ensure the student has access to high-speed internet. The Member agrees to pay all transportation expenses for required service personnel in addition to the TOTAL ADDENDUM PRICE set forth below, which will be invoiced to the Member at the conclusion of the term of the membership agreement.
5. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the PER CREDIT RATE as set forth below. A minimum of twelve credits are required to enroll in the Services.

PER CREDIT RATE	<u>\$600.00</u>
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7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM L
TO MEMBERSHIP AGREEMENT
TRANSLATION/INTERPRETATION
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Translation/Interpretation (the “Services”). The Services may include the following: Translation of written documentation from Spanish to English or English to Spanish and/or interpretation services which may include oral communication for phone calls, meetings, interview, etc. that facilitate communication from Spanish to English or English to Spanish that may be delivered via phone, virtual modalities or in person.
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC’s agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment at the rate set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC monthly during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability) required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the PER WORD RATE and/or PER FIFTEEN MINUTE INCREMENT RATE set forth below. The Member agrees to pay all transportation expenses for required service personnel in addition to the rates set forth below.
5. The dates and times for the furnishing of the Services at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the TRANSLATION RATE and/or the INTERPRETATION RATE as set forth below.

TRANSLATION RATE	\$0.00 per word
INTERPRETATION RATE	\$0.00 per Fifteen Minute Increment

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.


Pipestone 2025 Membership Agreements


Final Audit Report


2024-06-26


Created:	2024-02-27
By:	Tegan Gillund (Tegan.gillund@swwc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7kjsyv8MAWsiowNuTsoGXrTEO6emZjf


"Pipestone 2025 Membership Agreements" History


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 Signer klint.willert@pas.k12.mn.us entered name at signing as Dr. Klint W. Willert
2024-06-05 - 9:17:01 PM GMT- IP address: 66.172.185.6

 Document e-signed by Dr. Klint W. Willert (klint.willert@pas.k12.mn.us)
Signature Date: 2024-06-05 - 9:17:03 PM GMT - Time Source: server- IP address: 66.172.185.6

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 Document e-signed by Tegan Gillund (Tegan.gillund@swwc.org)
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 Agreement completed.
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