

SUPPORT / TRAINING AGREEMENT

THIS SUPPORT / TRAINING AGREEMENT (the "Agreement") dated this 28th day of February, 2024.

BETWEEN:

Client

Craig City School District
P.O. Box 800, Craig, AK 99921
(the "Client")

Contractor

GSD Educational Services
2166 Godfrey Rd., East Thetford, VT 05043
(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide support and training services to the Client as outlined in the services provided section.
- B. The Contractor is agreeable to providing such support and training services as outlined in the services provided section to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with the following computer services (the "Services"):
 - a. PowerSchool Support & Training
 - b. State/Federal Reporting Support & Training
 - c. AK Data Validation License
 - d. Child Nutrition Extract Automation
 - e. Completion and successful validation of the Alaska Fall OASIS, Participation Rate, and Summer OASIS reports for PACE, Craig Elementary, Middle, and High schools prior to each individual report's deadline.
 - f. Resolution of any issues raised by EED through the Fall OASIS Duplicate Student Report.

2. The Contractor **will not** complete FY26 projections for the Client but will have FY25 numbers available at least one week in advance of the FY26 Projection due date (11/10/2024).
3. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

4. The term of this Agreement (the "Term") will begin on July 1, 2024 and will remain in full force and effect until midnight on July 1st, 2025, subject to earlier termination as provided in this Agreement or when total invoices under this agreement are equal to \$23,068.36.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

7. The Contractor will charge the Client an hourly rate dependent upon the services rendered, as described below (the "Compensation"). Services are billed in 15 minute increments with a 15 minute minimum.
 - a. Configuration & Support: \$120
 - b. Customization & technical assistance: \$145
8. The Client will be invoiced upon submission of each reports' data file as follows.
 - a. Fall OASIS: \$7,250
 - b. Participation Rate: \$2,150
 - c. Summer OASIS: \$6,382
 - d. AK Data Validation License: \$981.36
 - e. Child Nutrition Extract Automation: \$180
 - f. Test server hosting (invoiced 7/1/24): \$925
9. The Client will be invoiced monthly. The Contractor may invoice monthly at the Contractor's discretion. Invoices are to be submitted to the Client's Business Manager (Melinda Bass – mbass@craigschools.com).
10. Invoices submitted by the Contractor to the Client are due within 30 days of receipt. Past due invoices will incur at the rate of 1% per month.
11. This agreement is for remote services. Any in-person services such as site visits or in-person trainings not specifically mentioned above will be negotiated separately.

12. The Contractor will be reimbursed for any travel-related expenses incurred in connection with providing the Services of this Agreement, including, but not limited to, airline change fees, plane tickets, parking, lodging, and other transportation.

Confidentiality

13. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
14. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
15. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

16. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Contractor with a free perpetual license granted to the Client unless Contractor-owned resources are required for functionality.
17. The Client may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Contractor. The Client will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

18. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

19. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay,

or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Craig City School District
P.O. Box 800, Craig, AK 99921
- b. Kyle Schneider
dba GSD Educational Services
2166 Godfrey Rd, East Thetford, VT 05043

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

21. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Additional Clauses

22. Client will provide administrator access to the school district's SIS and other data systems necessary to complete the work.
23. The contractor may employ sub-contractors in the course of fulfilling its obligations under this Agreement with client approval. The Client will provide sub-contractors access to data necessary to complete the Contractor's obligations under this Agreement upon notice by the Contractor of their identities.

Modification of Agreement

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

26. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

28. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

31. This Agreement will be governed by and construed in accordance with the laws of the State of Alaska.

Severability

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Authorization for work

34. The following Client employees may authorize work under this agreement.

Contact Name	Title	Phone Number	Email Address
	Superintendent	(907) 826-3274	
Maria Riedel	School Counselor	(907) 826-2274 x2002	mriedel@craigschools.com
Betty Hall	High School Principal	(907) 826-2274	bhall@craigschools.com
Karen Packer	Technology Specialist		kpacker@craigschools.com
Jared Grieve	Technology Directory	(907) 826-2274 x2004	jgrieve@craigschools.com

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 28th day of February, 2024.

Craig City School District

Per: _____

Title: Superintendent

GSD Educational Services

Per: _____

Title: Owner