



MEMORANDUM OF UNDERSTANDING

WHEREAS, **SOAR Career Solutions (SOAR), Adult Basic Education (ABE), Lake Superior College (LSC) and Duluth Workforce Development - CareerForce (DWD)** have come together to implement the Computer Support Specialist Job Training which is funded by the City of Duluth Community Development Block Grant funding through U.S. Department of Housing and Urban Development.

WHEREAS the partners listed below have agreed to enter into a collaborative agreement; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

I) Description of Partner Agencies

SOAR Career Solutions (SOAR) is a 501(c)3 organization based in Duluth, MN whose mission is to inspire personal transformation through career development. SOAR provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or getting a job. SOAR was founded in 1980 as Project SOAR of NE MN and changed its name in 2005. Since inception, over 12,000 individuals have received services.

Duluth Adult Basic Education (ABE) – offers educational opportunities for adults to prepare for GED or adult diploma, transition into college, prepare for job training, increase English language skills and increase computer literacy and basic reading, writing and math skills.

Duluth Workforce Development – CareerForce – has over 50 years of experience serving the Duluth community with quality employment and training services. CareerForce is a key part of Minnesota’s career development and talent matching resource offering a variety of programs and services to career seekers and employers.

Lake Superior College (LSC) is a two-year community and technical college in northeastern Minnesota. LSC provides 90 programs and services including technical programs and customized training for business and industry partners.

II) Purpose and Scope:

Utilizing MN DEED’s Pathways to Prosperity training model, SOAR will partner with Adult Basic Education, Lake Superior College and Duluth CareerForce to train and support low-to-mod-income residents to gain the skills necessary to obtain entry-level employment as Computer Support Specialists.



Success Measures:

Recruit, intake and assess 30 low-to-moderate income Duluth residents.

Enroll 20 participants into Computer Support Specialist training.

16 (80%) graduate training and obtain certificate of completion (certificate obtained)

12 (60%) will obtain and retain employment as a help desk technician, IT generalist or IT support specialist positions. (Paystub as proof of employment)

Successful participants will obtain a certificate of completion and will be qualified to gain employment as a Help Desk Technician, IT Generalist, or IT Support Specialist with a median wage of \$17.99/hour.

Participants can advance in the IT field by obtaining additional certifications to work as PC Support Tech, Network Admin and Security, or Cyber Security. With a 2-year degree, participants can work in Network Admin, Cyber Security or Computer Technology, and/or continue onto a 4-year degree in the IT field.

III) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

SOAR will:

- Serve as the fiscal host and grant administrator;
- Coordinate partner meetings.
- Coordinate with Community Action Duluth's Community Computer Program to provide refurbished PC's and internet access for participants in need.
- Recruit participants and implement intake, and skills/interest assessments, and provide individualized employment/education services based on participants individualized needs (i.e. transportation assistance, obtainment of ID cards, childcare, rent assistance, etc.), work readiness training, build soft skills & job search skills, develop resumes/applications and provide job retention support.

Duluth Adult Learning Center - Adult Basic Education (ABE) will:

- Participate in partner meetings.
- Refer participants.
- Assess participants' reading and math skill level to identify the level of educational support needed for each participant.
- Assess participants' technology skill level to identify level of support needed.
- Develop customized curriculum and instruct participants to prepare participants for college level coursework.



- Provide 32 hours of bridge instruction - designed to build the foundational skills of individuals whose academic skills do not meet the minimum requirements of the certificate program.
- Provide 18 hours of integrated instruction support during Computer Support Specialist training.

Duluth Workforce Development – Duluth CareerForce will:

- Participate in partner meetings.
- Identify technology-focused career pathway and engage employers.
- Refer participants.
- Coordinate creation of paid work experience opportunities for graduates.
- Develop connections with employers to match workforce talent with job openings.

Lake Superior College (LSC) will:

- Participate in partner meetings.
- Develop customized curriculum for Computer Support Services.
- Provide 80 hours of job training instruction focused on informational resources and technical tools needed to function effectively in a support position. Learn to handle troubleshooting and problem solving, successfully communicate with clients, determine client's specific need, and train end-user and other management priorities. Prepare to work with the latest developments in web and email based support for Windows and cloud computing.

Financial involvement/commitment:

Payment to partner agencies is contingent upon receipt of City of Duluth Community Development Block Grant funding. Payments will be made at the conclusion of the IT Training. Payment will not be made without proper documentation.

Please send invoices via email or USPS by October 7, 2021 to
Ann Miller, Finance Director, amiller@soarcareers.org

or

SOAR Career Solutions

Attn: Ann Miller

205 W. 2nd Street, Suite 101

Duluth, MN 55802

Maximum payment made to each agency:

Adult Basic Education: \$7,050

Duluth Career Force: \$0

Lake Superior College: \$10,870



IV) Timeline

Responsibilities under this Memorandum of Understanding will coincide with the IT Training period of July 12, 2021 – September 8, 2021.

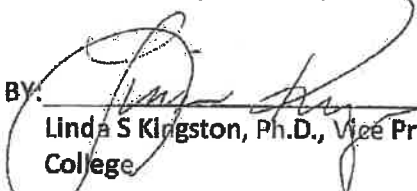
V) Signatures


SOAR, ABE, Duluth Workforce Development and LSC agree to collaborate and provide services as detailed above in Section III to participants of the Computer Support Specialist Job Training project.

BY:  DATE: 6.25.21
Emily Edison, Executive Director, SOAR Career Solutions

BY:  DATE: 7/2/2021
Patty Fleege, Adult Education Manager, Duluth Adult Basic Education

BY:  DATE: 7/16/21
Elena Foshay, Director, Duluth Workforce Development

BY:  DATE: 6-28-21
Linda S Kingston, Ph.D., Vice President of Academic and Student Affairs, Lake Superior College


Catherine Erickson, CFO

School Nutrition Programs

Agreement for Vended Meals Provided by a School Food Authority

School Year 2021-2022

This agreement is for a School Food Authority (SFA) that participates in School Nutrition Programs (SNP) to obtain reimbursable SNP meals from another SFA, which is referred to in this contract as the "Vendor". An Agreement for Vended Meals Provided by a School Food Authority must be completed each school year that the Vendor will provide meals to the SFA. This agreement template may not be used to obtain SNP meals from a commercial vendor.

Meal charges are based on the Vendor recouping at least the estimated costs of providing the meals or snacks. If actual costs are not available, the charge may be based on the total federal reimbursement that could be received for the meal or snack including the value of USDA Foods if applicable. — -- — -

Competitive quotes are not needed when SNP meals will be obtained from another SFA. The Vendor and SFA may directly negotiate meal prices without additional, competitive quotes.

I. Purpose and Term

"School Food Authority" or "SFA" means the school food authority that will receive the meals and claim the meals for SNP reimbursements under the SFA's agreement with the Minnesota Department of Education (MDE).

"Vendor" means the school food authority that will provide the SNP meals.

This contract, between School Food Authority (SFA):

Harbor City International School

SFA's Cyber-Linked Interactive Child Nutrition System (CLICS) Sponsor Identification Number:

and Vendor :

Duluth School District/ ISD # 709

SFA's Cyber-Linked Interactive Child Nutrition System (CLICS) Sponsor Identification Number: 1000003456

authorizes that the Vendor will provide meals, snacks or milk in accordance with this agreement and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II of this contract.

The contract is effective for the period of: 09/07/2021 through 06/09/2022 .

Vendor will provide meals to SFA site(s) listed below or on an attached list.

Site Name	Site Address	CLICS Number (if known)
Harbor City International School		

SFA will notify Vendor SFA with 1 days' notice of changes to sites.

If all sites do not receive the same types of meals, describe differences between sites here:

II. Meal Requirements

A. Vendor will provide meals, snacks and/or milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 (check all programs that apply):

- Lunches meeting National School Lunch Program requirements, * 7 Code of Federal Regulations (CFR) 210. *— Currently Running Seamless Summer Option, Requirements are the Same as National School Lunch*
- Breakfasts meeting School Breakfast Program requirements, 7 CFR 220.
- Snacks meeting Afterschool Care Snacks requirements, 7 CFR 210.
- Milk meeting Special Milk Program requirements, 7 CFR 215 / Minnesota Kindergarten Milk Program.
- Other (describe):

B. Vendor will provide meals to SFA in the following manner:

- Unitized meals.
- Bulk quantities accompanied by written instructions regarding the planned portion size for each food component.

C. Vendor will also provide (check all that apply):

- Eating Utensils.
- Condiments.
- Paper Items.

- Extra Milk.
- Transportation Containers.
- Other, describe:

III. Meal Charges and Billing

A. SFA will pay the following fixed prices for meals that meet program requirements and are delivered in accordance with the agreement. The fixed prices are the total amount due from SFA for each meal type; Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

Meal charges are based on the use of all commercial foods. Meal prices have *not* been reduced to reflect the value of SFA's USDA Foods. SFA will receive credit for its USDA Foods entitlement value as described in Section V.

Breakfast \$

Snack \$

Lunch \$ **3.33**

Meals (check one): include milk do not include milk

If applicable, describe other charges such as for extra milk, adult meals, and adjustments to meals to accommodate special dietary needs:

If Adult Meals are needed, the adult meal price would be \$4.50 per meal

Vendor SFA will bill SFA as described (include frequency of billing):

The Duluth School District will bill Harbor City International School on a monthly basis for meals.

NOTE: Neither the Minnesota Department of Education (MDE) nor USDA assumes any liability for meal payments.

IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute or modify food or beverage items as requested by SFA for students with medical or special dietary needs as specified by SFA. SFA is responsible to obtain and maintain any documentation required for SFA to claim program reimbursements.

If Vendor incurs additional costs for substitutions specified by SFA that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs. Neither SFA nor Vendor may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement

Vendor will provide substitutions or modifications to meals, as specified by SFA, for students with a disability that restricts their diet so that they are unable to consume the regular program meals. SFA is responsible to obtain the *Special Diet Statement* for the student that is required for SFA to claim program reimbursement for the meals.

B. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement

Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124D.114 for lactose-intolerant students whose parents have submitted written requests: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. SFA is responsible to maintain the written requests on file.

C. Meal Substitutions for Students without Disability (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions that are within the meal pattern on a case-by-case basis for *students who do not have a disability but who have special dietary needs*. SFA will specify the required substitutions to Vendor.

D. Non-Dairy Fluid Milk Substitutes (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more *non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk* to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. SFA will maintain the written requests that are required to claim program reimbursement for non-dairy fluid milk substitutes.

V. USDA Foods

SFA's USDA Foods entitlement value for the school year is \$ _____ . SFA will permit MDE to transfer SFA's entitlement value for the school year to Vendor. Vendor will credit SFA for SFA's USDA Foods based on SFA's entitlement value.

Vendor will provide credits for USDA Foods to SFA at this frequency (check one):

On the monthly invoice, in the set monthly credit amount based on SFA's entitlement value shown above divided by SFA's number of operating months.

SFA's number of operating months:

Monthly credit that will be provided by Vendor (total entitlement divided by the number of operating months): \$

Other frequency

At the end of the contract year.

VI. Ordering and Delivering

A. SFA or sites will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for SFA or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by e-mail, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information:

B. Vendor will deliver meals as described. Include time(s) for each site.

(For each meal service, indicate time that meal will be delivered or picked up by SFA. If more than one site, indicate for each site.) Describe here, or reference here to attached information:
Harbor City will pick up the meals at the assigned Production School.

C. Responsibility for transport containers:

(Indicate whether Vendor or SFA will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or SFA/Site to return transport containers. If more than one site, indicate any differences between sites.)

Describe here, or reference here to attached information: Harbor City School has food carriers

D. Other:

VII. Recordkeeping and Availability of Records

A. Vendor agrees to maintain full and accurate records, which are required for SFA to claim reimbursements through School Nutrition Programs. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; 3) daily number of meals furnished, by type of meal.

B. Vendor and SFA agree that books and records pertaining to Vendor SFA's food service fund will be made available to SFA upon request and agrees to retain all records for inspection and audit by representatives of

SFA, MDE, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except that in circumstances where audit findings have not been resolved the records must be retained beyond the three-year period until resolution of the audit.

VIII. Health and Sanitation

- A. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

IX. SFA Control of Food Service

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies.

SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from MDE.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure that the food service operation is in conformance with SFA's agreement with MDE to participate in SNP.
- D. Maintain all applicable health certifications for SFA site(s).
- E. Monitor vended meals to ensure the food service is in conformance with program regulations.

X. Termination

Either party may terminate this contract for cause by notice in writing as described:

(The number of days required for notice of termination, not to exceed 60 days, must be stated.)

The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

XI. Additional Provisions at Option of SFA and Vendor

Describe additional provisions here, or reference here to additional attached nonfinancial provisions:

Agreement for Vended Meals Provided by a School Food Authority

Signatures

SFA Name: Harbor City International School

Authorized Representative: *Tim Tydlacke*

Title: *Executive Director*

Signature of Authorized Representative:



Date: *7/19/21*

Vendor Name: Duluth School District/ ISD # 709

Authorized Representative: Catherine Erickson



Title: CFO/Director of Business Services

Signature of Authorized Representative:

Date: *7/20/21*



UGotClass

Online certificates and courses



PARTNER AGREEMENT

THIS PARTNER AGREEMENT is entered into on this 15th day of July, 2021, by and between LEARNING RESOURCES NETWORK, INC., a Kansas corporation with a mailing address of P.O. Box 9, River Falls, Wisconsin 54022 and an email address of info@lern.org ("LERN") and Duluth Public Schools with a mailing address of 215 N. 1st Ave E Duluth, MN 55802 and an email address of _____ (the "Partner").

WHEREAS, LERN has developed UGotClass™, an online course platform designed to support asynchronous, teacher-led, noncredit online education; and

WHEREAS, the Partner desires to make UGotClass™ online courses available to its students; and

WHEREAS, subject to the terms of this Agreement, LERN is willing to make UGotClass™ online courses available,

NOW, THEREFORE, the parties agree as follows:

Party Responsibilities for Registration and Revenue Share. Party Responsibilities for . . .
Registration shall be selected here with the corresponding revenue share noted:

Partner a LERN Member and takes Registrations. Partner revenue share is 50% of the student fees for 2021.

Partner a LERN Member and has LERN take Registrations. Partner revenue share is 40% for 2021.

Partner not a LERN Member. Partner revenue is 30% for 2021, regardless of whether the Partner takes the registrations, or has LERN take the registrations.

The Partner may choose to switch registration responsibilities at any time, whereby the revenue share also changes at the same time as referenced above. Should a Partner become a LERN

member, or expire as a LERN member, the revenue share changes at the date of membership or expiration.

A. Educational Services Provided Exclusively by LERN. During the term of this Agreement, LERN, at its sole expense, shall do the following:

A1. Provide the Partner with a listing of UGotClass™ course titles and content descriptions from which the Partner may select one or more to offer to students;

A2. Provide the Partner with a schedule containing the tuition and other fees, including amounts payable to LERN, associated with each course title;

A3. Be responsible for the online delivery of and provide qualified online instructors to teach the UGotClass™ courses selected by the Partner;

A4. Provide certificates of completion to each student who satisfactorily completes a UGotClass™ certificate; and transcripts for each student who satisfactorily completes an individual course without obtaining a certificate; and

A5. Submit invoices and/or statements to the Partner on a monthly basis for an amount equal to the appropriate percentage of the revenue share due to the Partner for registration/tuition fees during the preceding month for UGotClass™ courses.

B. Services Provided Exclusively by the Partner. During the term of this Agreement, the Partner, at its sole expense, shall do the following:

B2. Be responsible for marketing the availability of the UGotClass™ courses and certificates selected by the Partner.

C. For Partners Taking UGotClass Registrations. The Partner agrees to:

C1. Be responsible for the registration and enrollment of students and handling of all student inquiries regarding enrollment and tuition payments;

C2. Collect all registration/tuition and other fees from students enrolled in UGotClass™ courses and certificates selected by the Partner;

C3. Notify LERN of the names and email addresses of all registered students, subject to modification on the basis of the drop/add system utilized by the Partner; and

C4. Pay all LERN invoices within thirty (30) days following receipt thereof.

D. For Partners Choosing LERN to Take Registrations. LERN agrees to:

D1. Be responsible for the registration and enrollment of students and handling of all student inquiries regarding enrollment and tuition payments; LERN will issue a check to the partner for each month in which registrations are generated.

D2. Remit to the Partner the appropriate percentage of the registration/tuition fees collected by LERN during the preceding month for UGotClass™ courses selected by the Partner.

E. Term. The term of this Agreement commences on the date hereof and will remain in effect unless and until terminated by either party by providing the other party with written notice of termination not less than thirty (30) days prior to the proposed termination date. In such event, the Partner shall pay all outstanding LERN invoices and make a final payment to LERN of any registration/tuition fees collected by the Partner not yet invoiced by LERN. Notwithstanding the foregoing, if, on the proposed termination date, a UGotClass™ course has not been completed, LERN shall complete the course and the Partner shall not interfere with the completion thereof.

F. Intellectual Property. To the extent not in the public domain or the property of others, as between LERN and the Partner, LERN shall be the sole owner of all right, title, and interest in and to all UGotClass™ course materials, including syllabae, agendas, lesson plans, and other instructor-prepared materials and LERN reserves all rights thereto. LERN reserves all rights in the UGotClass™ trademark and all goodwill connected thereto. The Partner shall never dispute LERN's ownership of the UGotClass™ trademark.

G. Relationship of Parties. The relationship between LERN and the Partner is that of independent contractor. Except as specifically provided herein, neither party shall have the authority to create any obligations on behalf of or otherwise bind the other.

H. Confidentiality. LERN shall be considered a school official, as such term is defined under the Family Educational Rights and Privacy Act of 1974, as amended. As such, LERN may have access to the educational records and personally identifiable information about students registered/enrolled in UGotClass™ courses. LERN shall treat all such information as confidential, use the same only in connection with the course or courses taken by such students, and not disclose any such information to third parties except as may be required by law. Notwithstanding the foregoing, LERN shall be entitled to generate and use statistical information about UGotClass™ course enrollment and student profiles for any purpose provided such information does not include any personally identifiable information about students or the Partner.

I. Indemnification. Each party shall indemnify, defend, and hold the other harmless from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable counsel fees) incurred by a party arising out of the negligence, intentional wrongful acts, or breach of this Agreement by the other party. This indemnification obligation shall survive the termination of this Agreement.

J. Miscellaneous.

J1. Assignment. Neither party may assign this Agreement without the written consent of the other party.

J2. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

J3. This Agreement may be amended only in a writing executed by LERN and the Partner.

J4. This Agreement shall be governed by the laws of the state or province of the Partner; otherwise the Agreement shall be governed by the laws of the State of Wisconsin, without regard to its rules concerning conflict of laws.

J5. Any disputes arising between the parties that cannot be resolved by the parties shall be resolved by litigation initiated and maintained in the courts located _____.

J6. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified to the extent necessary for it to be valid and enforceable and all other provisions shall remain in full force and effect.

J7. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and sent, prepaid, by recognized overnight courier such as Federal Express or Express Mail or by email (with written electronic receipt of successful transmission) to the mailing or email addresses in the preamble of this Agreement and shall be deemed to be effective upon receipt.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the date first above written.


LEARNING RESOURCES NETWORK, INC.

By: William A. Ditz

Name: William A. Draves

Title: President

Duly Authorized

By: 
Name: Catherine A. Erickson
Title: CFO
Duly Authorized 7/14/21



PY22 Yearbook Sales Agreement				(B)	Contract Years:	2022	New/Renew	Renew	Job #:	10543322
Account Name:	Lakewood Elementary						LID #:	35711		
Address:	5207 N Tischer Rd	City:	Duluth			State:	MN	Zip Code:	55804	
Phone #:		Enrollment:								
School Year Open Date:	9/7/2021				Adviser Name:	Jody Peck				
School Year Close Date:	6/9/2022				Adviser Email:	jody.peck@isd709.org				
					Adviser Phone:					
Ship Yearbooks To:	Account				Contact Address Name:					
Send Invoice To:	Account				Contact Street Address:					
School Purchase Order Number:					Contact City, State, Zip:					
YEARBOOK SPECIFICATION INFORMATION:					YEARBOOK DATES:					
Size:	7				Cover Deadline:	01-03-2022				
Number of Pages:	24				Final Quantity Deadline:	03-28-2022				
Number of Copies:	76				Requested Arrival Date:	05-13-2022				
101-125 copies @ \$15.13				School	Consumer	Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.				
Yearbook Price:				\$ 16.45	\$ 17.00					
PACKAGE SELECTION:					School Price	Consumer Price				
Package:	Student Names 1 Line - H			\$ -	\$ -	Website Activation Date:	08-06-2021			
					YBPay: (Type)	Direct				
COVER & BINDING TYPE					School Price	Consumer Price	Activate YBPay On:	Yes	Date:	10/1/2021
Cover:	Soft Cover			Included	\$ -	\$ -	Sales Flyer Need by Date:	10/1/2021		
Binding Type:	Saddle Stitch			\$ -	\$ -	**Additional flyer information should be included on the Merchandising Form**				
Design:	Signature Design			\$ -	\$ -	PORTRAIT INFORMATION:				
Printed School Name & Year:	Yes (1 or 2 lines)			\$ -	\$ -	Photographed by Lifetouch:	Yes			
Personalization (Student Names):	Student Names 1 Line			\$ 5.00	\$ 5.00	Associated Picture Days APO ID(s):				
Icon:	No									
Endsheets (Hardcovers Only):				\$ -	\$ -					
CONSUMER ENHANCEMENTS:					School Price	Consumer Price	SIGNING INCENTIVES:			
Zoom:	Zoom - Taped (Diff Qty)			\$ 3.00	\$ 3.00	Signing Info:	5 Free Books			
Auto Inserts:	4 - Page Autograph Insert (Diff Qty)			\$ 2.00	\$ 2.00					
Yearbook Stickys:	Yes			\$ 2.00	\$ 2.00	PACKAGE PRICING:				
					A la Carte Items	School Price *	Consumer Price:			
SHIPPING/FREIGHT:					Price					
					Book Price:	\$16.45	\$17.00			
					Estimated Freight:	\$ -	MYPC:			
					Freight Model:	Actual Cost	TBD			
					*Estimated Total:	\$ -	Student Name 1 line:			
					Per Copy:	\$ -	Icons:			
					Deposit Rate:	75%	Zoom:			
* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.					4-Pg Auto Insert:		\$2.00	\$2.00		
					YB Stickys:		\$2.00	\$2.00		
					Hard Cover Upgrade:					
					Package Config:		*Minimum of 76 Copies Required			
SPECIAL OFFERS/COMMENTS/ADDITIONAL APO ID(s):					Packages:		School Price *	Consumer Price:		
					Package A:		\$25.20	\$25.75		
					Package B:		\$23.70	\$24.25		
					Package C:		\$22.20	\$22.75		
					Package D:		\$18.45	\$19.00		
Lifetouch Representative	Area Code:	Rep Code:	The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.							
Sarah Wise	MI	G1	Authorized School Representative (Print)					Title		
Lifetouch Representative Phone #:	Email Address:	Catherine A. Erickson					CFO			
612-219-3303	sarah.wise@lifetouch.com	Authorized School Representative (Signature)					Date			
Lifetouch Representative (Signature)	Sarah Wise					Catherine Erickson				
							7/1/24			

Terms of the Publication Agreement

THIS PUBLICATION AGREEMENT includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Shutterfly Lifetouch, LLC ("Lifetouch").

LIFETOUCH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

PAYMENT PLAN: The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Shutterfly Lifetouch, LLC, Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

THE SCHOOL grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

LIFETOUCH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

THE SCHOOL is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

CANCELLATION: This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

Remit Payment To:
Shutterfly Lifetouch, LLC
Accounts Receivable
PO Box 46993
Eden Prairie, MN 55344-9728

Yearbook Adviser Support
Email: yearbookadvisersupport@lifetouch.com
Phone: 1.800.736.4761