



Education & Administrative Resources

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

SWWC Service Cooperative Contracts Summary

24-25 Contracts

25-26 Contracts

Member: Burnsville-Eagan-Savage School District

Child Count on Contracts	7,822	7,594
Membership Dues (One-Time)	\$0.00	\$0.00
Administrative Solutions		
Environmental/Occupational Health & Safety Management Program	\$0.00	\$0.00
Health & Safety Management Assistance	\$0.00	\$0.00
Regional Management Information Center		
<ul style="list-style-type: none"> • Business/SMART Systems Services 	\$0.00	\$0.00
<ul style="list-style-type: none"> • Business UFARS Support Services without access to SMART Systems 	\$0.00	\$0.00
<ul style="list-style-type: none"> • MARSS/Other Revenue Reporting Services 	\$0.00	\$0.00
<ul style="list-style-type: none"> • Extended Services Subscription 	\$0.00	\$0.00
Technology Services		
<ul style="list-style-type: none"> • Basic Technology Services 	\$0.00	\$0.00
<ul style="list-style-type: none"> • Technology Coordination Support 	\$0.00	\$0.00
<ul style="list-style-type: none"> • Technology Integration Support 	\$0.00	\$0.00
<ul style="list-style-type: none"> • E-Rate Coordination Services 	\$0.00	\$0.00
<ul style="list-style-type: none"> • Comprehensive Cyber Security 	\$0.00	\$0.00
<ul style="list-style-type: none"> • Student Data Privacy Program 	\$6,934.30	\$7,971.44
<ul style="list-style-type: none"> • WAN Consortium Member 	No	No
<ul style="list-style-type: none"> • Email Security Service 	No	No
<ul style="list-style-type: none"> • Email Archiving Service 	No	No
<ul style="list-style-type: none"> • Secured Remote Backup Service 	No	No
<ul style="list-style-type: none"> • Website ADA Accessibility and Usability Support with Siteimprove 	No	No
<ul style="list-style-type: none"> • OnDemand IT Certification and Training Solution with Stormwind Studios 	No	No
<ul style="list-style-type: none"> • Moodle Course Hosting Service 	No	No
<ul style="list-style-type: none"> • Moodle in Your School Service 	No	No

• SWWC Private Cloud Server Hosting	No	No
• SWWC Managed FilterED ILT Services	No	No
Educational Solutions		
Special Education Services:		
• School Psychologist	\$0.00	\$0.00
• Speech/Language Pathologist	\$0.00	\$0.00
• Teacher of the Visually Impaired	\$0.00	\$0.00
• Early Childhood Special Education Teacher	\$0.00	\$0.00
• Teacher of the Deaf/Hard of Hearing	\$0.00	\$0.00
• DAPE Teacher	\$0.00	\$0.00
• Occupational Therapy	\$0.00	\$0.00
• Orientation and Mobility Services	\$0.00	\$0.00
• Physical Therapy	\$0.00	\$0.00
• Regional ECSE Coordination	\$0.00	\$0.00
• Special Education Cooperative Membership Fee	\$0.00	\$0.00
• Shared Special Education Administrative Services	\$0.00	\$0.00
• Single District Special Education Administrator	\$0.00	\$0.00
TOTAL SPECIAL EDUCATION SERVICES	\$0.00	\$0.00
Behavior Analytic Services	\$0.00	\$0.00
Mental Health Services	\$0.00	\$0.00
School Nurse Services	\$0.00	\$0.00
Teaching & Learning Curriculum & Instruction Coordination Services	\$0.00	\$0.00
Teaching & Learning Shared Curriculum & Instruction Coordination Services	\$0.00	\$0.00
Teaching & Learning Literacy Lead Specialist Services	\$0.00	\$0.00
Teaching & Learning Customized Services	\$0.00	\$0.00
STARRS Online Academy	No	No
Translation/Interpretation	No	No
TOTAL	\$6,934.30	\$7,971.44

**SWWC SERVICE COOPERATIVE
MEMBERSHIP AGREEMENT**

2025-26

THIS AGREEMENT, is executed this 3rd day of February, 2025, (the "Execution Date") by and between SWWC Service Cooperative (hereinafter referred to as "SWWC"), and **Burnsville-Eagan-Savage School District**, No. 191, located at Burnsville, 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 (23-24). 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, 2025 (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

SWWC SERVICE COOPERATIVE

BY: _____
Authorized Signature

BY: _____
Authorized Signature

ADDENDUM D
TO MEMBERSHIP AGREEMENT
TECHNOLOGY SERVICES
2025-26

Burnsville-Eagan-Savage 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:	\$105.75/Hour
	After Hours Support:	\$131.25/Hour
	On-site Training Fee:	\$211.50/Hour
	Cybersecurity Services:	\$296.00/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:	\$95.25/Hour
On-site Training Fee:	\$156.50/Hour
Cybersecurity Services:	\$196.00/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 \$156.50/hour.

3. Additional Technology Service Hours will be charged at the rate of \$95.25/hour.

4. Block Hour Service Fees:

- 1 day per month block
 - 12 Month Tech Support or Integration Option \$9,360 / year
 - 9 Month Tech Integration Option \$7,272 / year
- 2 days per month block
 - 12 Month Tech Support or Integration Option \$17,904 / year
 - 9 Month Tech Integration Option \$14,040 / year

5. Round Trip Mileage is included in the contract 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 \$156.50/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 \$735.00/day = \$38,220 annual contract
- 2 Days per week \$690.00/day = \$71,760 annual contract
- 3 Days per week \$645.00/day = \$100,620 annual contract
- 4 Days per week \$622.00/day = \$129,376 annual contract

9-Month Contract Rates

- 1 Day per week \$775.00/day = \$31,000 annual contract
- 2 Days per week \$735.00/day = \$58,800 annual contract

- 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, 2030.
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 (\$2,860 off the base rate and \$.50 off per student), a SC technology subscriber (\$1,220 off the base rate and \$0.45 off per student), a user of SC technology services of at least 1 day per week (\$2,450 off the base rate and \$0.80 off per student), and a member of the SWWC Wide Area Network Consortium (\$1,400 off the base rate and \$5.15 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.

This agreement will be Year 1 of 5 in 2025-2026. Pricing for 2025-26 is locked in at 2025-2026 rates for this service.

Comprehensive Cybersecurity Service contract rates for 5-year contracts established on July 1, 2025 and ending on June 30, 2030.

	Base Rate	Per Student
Non-Member	\$10,825.00	\$14.75
SWWC Member	\$7,965.00	\$14.25
SWWC Technology Subscriber	\$6,745.00	\$13.80
SWWC Technology Services Snap-in	\$4,295.00	\$13.00

A detailed multi-year Comprehensive Cybersecurity Service Contract will be 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.

- i. 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.
- ii. **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 2026 (Fiscal Year 2027) through Fund year 2030 (Fiscal Year 2031). A contract signed for E-Rate Services covering Fiscal Year 2025-2026 will cover the work required to manage E-Rate Fund Year 2026. A Member that enters a 5-year E-Rate services term in the Fiscal Year 2025-26 contract cycle for Fund Year 2026-2030, will be assessed the same annual rate during each of the 5 years in the Category 2 Budget Cycle. Members subscribing to E-Rate Coordination Services during years following Fiscal Year 2025-26 shall, in the first year of the service, be assessed for each preceding Fund Year in the Category 2 Budget cycle.

iii. Services Fees.

1. Continuation Rates – Standard Rate E-Rate Coordination for Member District with a Fund Year 2026-2030 contract in place during 2025-26:

Enrollment less than 301	\$1,380 annual contract
Enrollment 301 to 700	\$2,340 annual contract
Enrollment 701 to 2,000	\$3,420 annual contract
Enrollment 2,001 to 4,500	\$4,380 annual contract
Enrollment over 4,501	Custom Member Pricing

2. Associate Member Continuation Rates – Standard Rate E-Rate Coordination for Associate Member District with a Fund Year 2026-2030 contract in place during 2025-26:

Enrollment less than 301	\$1,656 annual contract
Enrollment 301 to 700	\$2,808 annual contract
Enrollment 701 to 2,000	\$4,104 annual contract
Enrollment 2,001 to 4,500	\$5,256 annual contract
Enrollment 4,501 to 7,000	\$6,408 annual contract
Enrollment 7,001 to 10,000	\$7,560 annual contract
Enrollment 10,001 to 15,000	\$8,712 annual contract
Enrollment 15,001 to 25,000	\$9,864 annual contract
Enrollment over 25,001	Custom Pricing

3. 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 2026, starting July 1, 2026, through June 30, 2027. The application process will begin in the fall of 2025. 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 on behalf of the Member 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, 2026.
 - v. **Services Fees.** The "Base Fee" for Student Data Privacy Program shall be \$2,200 per school district per year and the per student fee is \$.75 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, 2026.
 - iii. **Services Fees.** The annual service fee for this service is \$6.55 per email account per year. An additional one-time setup fee of \$50.00 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, 2026.

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, suits 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, 2026.

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, 2026.

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, 2026.
- 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, 2026.
- 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 \$85.00 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, 2026.

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 \$1,400.00 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 \$215.00 per 100 GB increment over 5000 GB will be assessed on the annual service fee billing. Overage fees will not be pro-rated.

p. SWWC Private Cloud Server Hosting.

i. In consideration of services covered by this agreement.

1. The Member hereby agrees to purchase, and SWWC agrees to provide, private cloud server hosting solutions.
2. The Member must be an active member in the SWWC Wide Area Network Consortium to be eligible to participate in the SWWC Private Cloud Server Hosting.
3. The Services shall include:
 - A private virtual cloud environment that may be utilized by Members to host servers or other virtualized network appliances, as an extension of the Member’s on-site local area network.
 - An enterprise grade hosting solution is utilized to manage and offer the service as well as the extended services embedded herein.
 - SWWC will assign virtual hardware specifications based on mutually defined and reasonable required resources for the roles of the server(s).
 - SWWC shall provide backup and replication to our secondary data center for all servers hosted in the private cloud environment.
 - i. In the event of the need for data restoration, SWWC will provide restoration efforts of data, but no forensic investigation services.
 - Member is required to utilize multifactor authentication as provided by SWWC for remote connections.
4. The following limits and restrictions apply to service:

- Duplicative servers within the environment apart from those with roles requiring duplication per standards, i.e. Domain and DNS servers.
 - The Member shall not have access to the hypervisor layer of this solution for the security of other participating members and to better ensure the proper operations of the environment.
 - SWWC shall bear no responsibility for illegal or pirated software, content or other acts of negligence performed within the Member's servers in the Cloud. If such activities are identified, SWWC shall immediately halt the operation of the offending server(s).
 - Remote Desktop Access to servers in the environment will only be available to the Member's network. The Member shall be required to utilize a VPN connection to Member's network to then access the private cloud environment.
5. SWWC Shall provide the following maintenance responsibilities as a part of service delivery.
- Management and updates to the Hypervisor Solution used for the cloud environment.
 - Updates, upgrades and modernization of the hardware solutions utilized to provide the cloud environment.
 - Management of the VLAN configurations utilized to interconnect the cloud environment to the Member's local network, while maintaining isolation from other member resources and networks.
 - Physical and Network Security of the hardware and hypervisor environment.
 - Creation of all new Server instances requested by the Member
 - Provision of secure remoted access to The Member personnel to manage their server resources located in the cloud.
6. The Member will be responsible for the following responsibilities, or purchase support services from SWWC to facilitate the responsibilities:
- Configuration, management and administration of servers, apart from those needing to be made at the hypervisor level.
 - Updating, patching and maintaining the Operating System and all programs and services operating on the Member Servers hosted in the private cloud environment.
 - All operating systems and software utilized by Member in the environment must be fully supporter versions, and if not automatically provided, security patches must be maintained by the Member. Servers found to be out of compliance will be shut down by SWWC to prevent potential security threats that could pose an impact on all participants in this service.
 - All server and application licensing outside of the base Microsoft Windows Server License provided as a part of the solution.
 - The Member shall provide an approved Endpoint Protection Software solution for Member servers in private cloud solution. Approved Endpoint Protection solutions include Sophos XDR/MDR, CrowdStrike Falcon MDR. Additional titles may be added as reviewed and approved by SWWC.
 - Upgrades to server virtual hardware settings must be coordinated by Member with SWWC personnel. Additional resources may increase the amount due by Member for this service.
 - Upgrades scheduled during normal SWWC operational hours will not incur labor fees. Upgrades scheduled outside of normal SWWC operational hours will be billed at SWWC's regular technology support rates.
 - The Member will deploy the SWWC Wazuh agent on all servers running in the private cloud environment to allow for continuous health and security monitoring by SWWC and Member.

7. SWWC shall make every reasonable effort to ensure private cloud environment uptime and availability including, but not limited to, redundancy of equipment where fiscally responsible, regular backups and replication of environment to backup DR site, battery backups, generator power, resilient network connectivity.
 - SWWC cannot make guarantees of uptime or potential loss of data that may occur because of any circumstances.
 - SWWC shall not be held responsible for downtime or data loss should such events occur.
 - SWWC shall not be held responsible for any cybersecurity incidents that should occur on Member servers hosted in the private cloud environment.
 - Member will retain responsibility for the management and maintenance of Member servers hosted in the private cloud environment.
 8. Member will name SWWC as an additional insured party on its Cybersecurity Insurance Policy and provide SWWC with a certificate of insurance annually.
- ii. **Term.** The term (“the Term”) of this Agreement shall be from the Effective Date until June 30, 2026.
 - iii. **Services Fees.** Fees will be contingent upon the number of servers or virtual appliances hosted in the private cloud environment by Member. Additionally, the resources utilized by each server will result in varying costs.
 1. Changes to resource assignments throughout the course of the fiscal year will result in the highest resource assignment during the span of the year being the premise by which the Member shall be charged for the fiscal year.
 2. Base Virtual Machine Fee: \$900 / annually / Specifications – 2 CPU cores, 8 GB RAM, 100 GB storage, 1 network card, Base Windows Server Operating System license.
 - Additional 1 TB storage: \$120 / annually (includes backup and replication services for additional 1 TB storage)
 - Addition 4 GB memory: \$180 / annually
 - Additional CPU core: \$180 / annually
 - Other hardware additions will be priced upon request
- q. **SWWC Managed FilterED ILT Services.**
 - i. In consideration of services covered by this agreement.
 1. The Member hereby agrees to purchase, and SWWC agrees to provide, participation in a SWWC purchased subscription to the FilterED Instruction, Learning, and Technology (ILT) assessments platform. FilterED, will provide the evidence, data, and context you need to advance the impact of technology on instruction and learning, professional development, IT governance, and more. SWWC staff will provide coordination and assistance in the analysis of your data
 2. The Member must have an active SWWC Technology Subscription in place for the fiscal year to be eligible to participate in the SWWC Managed FilterED ILT Service.
 3. The Services shall include:
 - Instruction, Learning - measuring and assessing the impact of technology on learning by analyzing the following areas:
 - i. Leadership & Vision
 - ii. Resources
 - iii. Technology Infrastructure
 - iv. Instruction & Learning
 - v. Practice & Implementation

vi. Learner Impact

- FilterED ILT surveys will be available to students, staff, and parents.
- SWWC staff will provide the district with a review of the survey results, and after a couple years of data collection, an analysis of growth trends and success measurements aligned with District initiatives.
- Instruction, Learning, and Technology is not about counting instructional applications and devices but is designed to get to the heart of what is working or not working in the use of technology for teachers, students, parents, office staff, and administration. ILT is grounded in existing frameworks for technology and learning such as the ISTE Standards for Students, CoSN Digital Leap Success Matrix, Framework of Essential Skills for the K-12 CTO, and Future Ready Schools.

ii. **Term.** The term (“the Term”) of this Agreement shall be from the Effective Date until June 30, 2026.

iii. **Services Fees.** \$1.00 per student annually. Available only to members with an active Annual Technology Subscription. The full amount of this Service will be invoiced to the Member in August.

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, 2025)	\$0.00
Technology Coordinator Services (payable monthly)	\$0.00
Technology Integration Services (payable monthly)	\$0.00
E-Rate Coordination Services (payable after the Form 470 has been completed)	\$0.00
Comprehensive Cyber Security Services (payable monthly)	\$0.00
Student Data Privacy Program (payable on or before July 30, 2025)	\$7,971.44
WAN Consortium Member	No
Email Security Service (payable on or before June 30, 2026)	No
Email Archiving Service (payable on or before June 30, 2026)	No
Secured Remote Backup Service (payable on or before June 30, 2026)	No
Website ADA – Siteimprove (payable on or before July 30, 2025)	No
OnDemand IT Cert Training – Stormwind (payable on or before June 30, 2026)	No
Moodle Course Hosting Service (payable on or before June 30, 2026)	No
Moodle in Your School Service (payable on or before June 30, 2026)	No
SWWC Private Cloud Server Hosting (payable on or before June 30, 2026)	No
SWWC Managed Filtered Services (payable on or before July 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.

