



This Service Agreement (the “Agreement”) is entered into July 1, 2025 (the “Effective Date”) by and between Northland Community Schools, ISD #0118 (the “Customer”) located at 316 Main Street East, Remer, MN 56672 and Arrowhead Regional Computing Consortium (ARCC) (the “Service Provider”) located at 4884 Miller Trunk Highway, Suite 300 Duluth, MN 55811, also individually referred to as the “Party”, and collectively the “Parties”.

1. Services. The Service Provider shall perform the services listed in this Exhibit 1 (the “Services”).

2. Compensation. The Customer agrees to pay the Service Provider the following rates:

Business Manager Training Services \$125.00 per Hour

Bank Reconciliation Services \$100.00 per Hour

With a cap of \$32,640 for the service period

3. Mileage will be billed at the current IRS rate. Lodging and meals will be billed at cost. Mileage and lodging must be pre-approved by the customer.

4. Payment. The Service Provider shall submit an invoice to the Customer quarterly. Invoices shall be paid within 30 days from the date of the invoice.

5. The term of this agreement shall cover the period of July 1, 2025 through December 31, 2025. Effective January 1, 2026 ISD #0118 will be invoiced on an hourly, as needed basis, plus any travel costs.

6. Either Party may terminate the Agreement at any time upon 60 days' prior written notice to the other Party. In the event the Customer terminates the Agreement, the Customer shall still remain obligated to pay the Service Provider for any Services performed up to the date of termination and any expenses approved, but not paid, prior to the date of termination. In the event the Service Provider terminates the Agreement, the Service Provider shall reimburse the Customer any amounts previously paid to the Service Provider for which the Service Provider has not yet performed the Services.

7. Contract Renewal. Both parties will determine the scope and cost of ongoing services beyond December 31, 2025 no later than November 1, 2025.

8. No Exclusivity. The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties. The Service Provider agrees the Service Provider will not enter into any agreements that conflict with the Service Provider's obligations under this Agreement.

9. Dispute Resolution.

Choice of Law. The Parties agree that this Agreement shall be governed by the State in which the duties of this Agreement are expected to take place.

Negotiation. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.

Mediation or Binding Arbitration. In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to binding mediation or arbitration.

Attorney's Fees. In the event of Arbitration and/or Mediation, the prevailing Party will be entitled to its legal fees, including, but not limited to, its attorneys' fees.

9. Assignment. The Parties may not assign their rights and/or obligations under this Agreement.
10. Complete Contract. This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.
11. Severability. If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.
12. Waiver. Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

Customer

Northland Community Schools, ISD #0118

Signed by its (Position) _____

Name (Printed) _____

Signature _____

Date _____

Service Provider

Arrowhead Regional Computing Consortium

Signed by its (Position) Executive Director

Name (Printed) Cindy Lee Olson

Signature *Cindy Lee Olson*

Date 5/30/25