

# Regular School Board Meeting

Monday, April 15, 2024 5:45 PM

School District Media Center, 131 Hickory Street North, Lester Prairie, MN 55354

## I. Call to Order

## II. Pledge of Allegiance

## III. Approval of Agenda

III.A. Action to approve the agenda.

## IV. Recognition of Communications Since Last Meeting

## V. Open Dialogue

## VI. Approval of Consent Agenda

VI.A. Board Bills: \$123,284.52  
Student Activity Bills: \$1,694.00

## VII. Reports

VII.A. Dashir Report

## VIII. New Business

VIII.A. Action to approve the IEA 2024-2027 Environmental, Health, and Safety Management Services proposal.

VIII.B. Action to approve the SWWC Wide Area Network Consortium Agreement for 2025-29.

## IX. Old Business

## X. School Finance

## XI. Policy Administration

## XII. Personnel

XII.A. Action to approve contract for Ryan Sinda as Student Success Coach for the 2024-25 school year.

Action to approve contract for Matt Meyer as Industrial Education Teacher for 2024-25 school year.

XII.B. Action to approve the following resignations effective June 30, 2024:

A. **Ben Machemehl** - Social Studies Teacher

- B. **Jay Rogotzke** - Elementary  
Teacher
- C. **Anne Chapman**- K-12 EL Teacher
- D. **Tammy Serum** - paraprofessional
- E. **Jay Rogotzke** - Girls JV  
Basketball Coach

XIII. **Other Items for the Board**

XIV. **Adjourn the Regular Board Meeting**



# Lester Prairie Schools

District Office  
131 Hickory St. N  
Lester Prairie, MN 55354

Phone: 320-395-2521  
Fax: 320-395-4202  
Website: [www.lp.k12.mn.us/](http://www.lp.k12.mn.us/)

**REGULAR BOARD MEETING AGENDA**  
**DATE:** Monday, April 15, 2024  
**LOCATION:** School Media Center  
**TIME:** 5:45 PM

## I. Call to Order

- A. Board Chair Hentges to open the Lester Prairie School District Regular Board meeting at 5:45 pm.
- B. Welcome to public and guests

## II. Pledge of Allegiance

## III. Approval of Agenda

*Motion by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve agenda.*

*Voting was \_\_\_\_\_ for and \_\_\_\_\_ against.*

## IV. Recognition of Communications Since the Last Meeting

- A. Communications received by Board Members
  - o Good News Section:
    - 1. \_\_\_\_\_
- B. Open Dialogue. (Each person in the audience will be given three (3) minutes - total time - 15 minutes.)

## V. Approval of Consent Agenda

- A. **Approve Previous Minutes**
  - o Regular Board Meeting: March 18, 2024
- B. **Approve Bills** - Bills reviewed by R.Heimerl and B.Heimerl
  - o Board Bills: \$123,284.52
  - o Student Activity Bills: \$1,694.00

*Motion by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve consent agenda, board minutes, & payment of bills presented.*

*Voting was \_\_\_\_\_ for and \_\_\_\_\_ against.*

## VI. Administrative Reports

- A. **Principal - Mike Lee**
- B. **AD/DoS - Ross Scheevel**
- C. **Superintendent - Melissa Radeke**

## VII. School Board Committee Reports

- A. Community Ed - Hentges, R.Heimerl

- B. PTO - Stifter-Knoll, R. Heimerl
- C. Facilities/Maintenance - Engen, Christen, B.Heimerl
- D. Tech/Media - Christen, Stifter-Knoll
- E. Activities - Hentges, Engen, B.Heimerl
- F. Negotiations:
  - Certified -Hentges, B.Heimerl, Christen
  - Non-Certified - R.Heimerl, B.Heimerl, Engen
  - Administration - R.Heimerl, Stifter-Knoll, Christen
- G. Meet and Confer - Stifter-Knoll, R.Heimerl
- H. Policy - Stifter-Knoll, Hentges
- I. Legislative - B.Heimerl
- J. City Council - B.Heimerl, Christen

**VIII. New Business**

- A. Action to approve the IEA 2024-2027 Environmental, Health, and Safety Management Services proposal.

*Motion by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve proposal as presented.*

*Voting was \_\_\_\_\_ for and \_\_\_\_\_ against.*

- B. Action to approve the SWWC Wide Area Network Consortium Agreement for 2025-29.

*Motion by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve agreement as presented.*

*Voting was \_\_\_\_\_ for and \_\_\_\_\_ against.*

**IX. Old Business**

- A. none

**X. School Finance**

- A. none

**XI. Policy Administration**

- A. none

**XII. Personnel**

- A. Action to approve contract for Ryan Sinda as Student Success Coach for the 2024-25 school year.

*Motion by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve contract as presented.*

*Voting was \_\_\_\_\_ for and \_\_\_\_\_ against.*

B. Action to approve contract for Matt Meyer as Industrial Education Teacher for the 2024-25 school year.

*Motion by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve contract as presented.*

*Voting was \_\_\_\_\_ for and \_\_\_\_\_ against.*

C. Action to approve the following resignations effective June 30, 2024:

- o **Ben Machemehl** - Social Studies Teacher
- o **Jay Rogotzke** - Elementary Teacher
- o **Anne Chapman**- K-12 EL Teacher
- o **Tammy Serum** - paraprofessional
- o **Jay Rogotzke** - Girls JV Basketball Coach
- o **April Lee** - SPED Teacher

*Motion by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve resignations as presented.*

*Voting was \_\_\_\_\_ for and \_\_\_\_\_ against.*

**XIII. Other Items for the Board**

**XIV. Adjourn the Regular Board meeting at \_\_\_\_\_**

**UPCOMING DATES and NOTES:**

- A. May 17: Graduation
- B. May 20: Regular School Board Meeting 5:45pm
- C. May 23: Last Day for Students
- D. May 24: Last Day for Teachers

# Lester Prairie Public Schools Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
100	41052	53194	53194	Check	1	00170	4.0 Bus Service		Yes	No	No	04/15/2024	42,626.38
100	41058	53195	53195	Check	1	00389	A & K REPAIR		Yes	No	No	04/15/2024	33.90
100	41080	53196	53196	Check	1	2633	American Express		Yes	No	No	04/15/2024	2,551.76
100	41084	53197	53197	Check	1	3226	Ampion PBC C/o Department 850		Yes	No	No	04/15/2024	9.49
100	41056	53198	53198	Check	1	00343	Big Don's Cathedral		Yes	No	No	04/15/2024	47.74
100	41081	53199	53199	Check	1	2654	Cintas		Yes	No	No	04/15/2024	249.34
100	41051	53200	53200	Check	1	00061	CITY OF LESTER PRAIRIE		Yes	No	No	04/15/2024	1,098.15
100	41088	53201	53201	Check	1	3446	Commercial Kitchen Services		Yes	No	No	04/15/2024	2,621.52
100	41079	53202	53202	Check	1	2624	Dalco/ Imperial Dade		Yes	No	No	04/15/2024	2,173.28
100	41078	53203	53203	Check	1	2573	Dashir Management Services Inc		Yes	No	No	04/15/2024	23,474.27
100	41086	53204	53204	Check	1	3384	East Side Jersey Dairy		Yes	No	No	04/15/2024	2,057.89
100	41062	53205	53205	Check	1	00707	EDUCATION MINNESOTA		Yes	No	No	04/15/2024	2,819.94
100	41067	53206	53206	Check	1	01469	Educators Benefit Consultants		Yes	No	No	04/15/2024	66.61
100	41073	53207	53207	Check	1	2386	Elling, Kelly		Yes	No	No	04/15/2024	140.00
100	41075	53208	53208	Check	1	2483	Greater MN Communications		Yes	No	No	04/15/2024	295.08
100	41057	53209	53209	Check	1	00358	GUARDIAN PEST SOLUTIONS INC		Yes	No	No	04/15/2024	82.45
100	41066	53210	53210	Check	1	01306	Herald Journal Publishing		Yes	No	No	04/15/2024	149.85
100	41068	53211	53211	Check	1	01919	HERFF JONES INC		Yes	No	No	04/15/2024	1,260.50
100	41074	53212	53212	Check	1	2466	Innovative Graphics		Yes	No	No	04/15/2024	1,520.00
100	41055	53213	53213	Check	1	00311	ISD #2859 GSL		Yes	No	No	04/15/2024	6,483.75
100	41059	53214	53214	Check	1	00419	JK Sports Inc		Yes	No	No	04/15/2024	904.05
100	41071	53215	53215	Check	1	1917	Johnson Controls, Inc.		Yes	No	No	04/15/2024	327.00
100	41087	53216	53216	Check	1	3444	MARENEM, INC.		Yes	No	No	04/15/2024	548.90
100	41083	53217	53217	Check	1	3223	MEI		Yes	No	No	04/15/2024	1,184.07
100	41076	53218	53218	Check	1	2499	MF Athletics		Yes	No	No	04/15/2024	1,887.05
100	41064	53219	53219	Check	1	01073	MN Dept of Labor & Industry		Yes	No	No	04/15/2024	100.00
100	41053	53220	53220	Check	1	00238	NASCO		Yes	No	No	04/15/2024	212.32
100	41069	53221	53221	Check	1	03390	PAN-O-GOLD BAKING CO		Yes	No	No	04/15/2024	731.40
100	41085	53222	53222	Check	1	3315	Pink's Hardware Store		Yes	No	No	04/15/2024	591.71
100	41050	53223	53223	Check	1	00024	POSTMASTER		Yes	No	No	04/15/2024	320.00
100	41061	53224	53224	Check	1	00533	RAM Building Inc		Yes	No	No	04/15/2024	1,896.90
100	41070	53225	53225	Check	1	1460	Rochester Telecom Systems Inc		Yes	No	No	04/15/2024	48.91
100	41054	53226	53226	Check	1	00272	SW/WC SERVICE COOPERATIVES		Yes	No	No	04/15/2024	7,137.08
100	41072	53227	53227	Check	1	2239	Sysco Western Minnesota		Yes	No	No	04/15/2024	12,008.32
100	41077	53228	53228	Check	1	2533	Teaching Strategies LLC		Yes	No	No	04/15/2024	377.85
100	41063	53229	53229	Check	1	00932	T-Mobile		Yes	No	No	04/15/2024	20.00
100	41065	53230	53230	Check	1	01150	Verified Credentials		Yes	No	No	04/15/2024	75.50
100	41060	53231	53231	Check	1	00524	Waste Management-TC West		Yes	No	No	04/15/2024	435.46
100	41089	53232	53232	Check	1	3448	Wright Technical Center Dist #0966		Yes	No	No	04/15/2024	655.20

# Lester Prairie Public Schools Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Date	Amount
100		41082	53233	53233	Check	1	2786	Xcel Energy Solutions		Yes	No	No	04/15/2024	4,060.90
													Bank Total:	\$123,284.52
													Report Total:	\$123,284.52

# Lester Prairie Public Schools Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
SA	41043	22022	Check	1	00170	4.0 Bus Service		Yes	No	No	No	04/15/2024	531.00
SA	41048	22023	Check	1	2633	American Express		Yes	No	No	No	04/15/2024	104.16
SA	41047	22024	Check	1	2185	Bernick's		Yes	No	No	No	04/15/2024	164.40
SA	41049	22025	Check	1	2885	Glenn's Supervalu		Yes	No	No	No	04/15/2024	15.56
SA	41044	22026	Check	1	01919	HERFF JONES INC		Yes	No	No	No	04/15/2024	458.00
SA	41045	22027	Check	1	1124	Lester Prairie Student Activit		Yes	No	No	No	04/15/2024	394.50
SA	41046	22028	Check	1	1579	Music Mart		Yes	No	No	No	04/15/2024	26.38

Bank Total: \$1,694.00

Report Total: \$1,694.00



# Dashir Management Services, Inc.

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[www.dashirmanagement.com](http://www.dashirmanagement.com)

## Lester Prairie School District

April 2024

### Custodial / Maintenance Report

#### **Personnel Information**

We are currently fully staffed.

#### **Training Conducted**

The OSHA required safety training on Electrical Safety was conducted on April 1, 2024.

#### **Inspections**

- Custodial audits took place throughout the district and results were shared with each individual custodian audited.
- Playground inspection was completed.

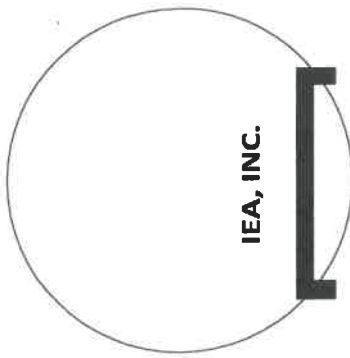
#### **Progress on Projects**

- Meeting set up for April 9 for review of quotes for elementary cooling project.
- Met with Garland to review sites for possible roof work for the cooling project.
- Replaced belts on RTU#4.
- Installed protective backing underneath the table in the commons to protect the wall better from food splatter.
- Replaced exhaust belt for dishwasher.
- Minor touch up paint around the school during spring break.
- Cleaned all the drains on all the roofs.

#### **Comments**

Baseball and Softball practice has started, and games are starting this week. I am working figuring out summer projects and starting on summer cleaning schedule. With graduation right around the corner we have started cleaning up around the outside of the building to keep the school looking nice.

Respectfully Submitted,  
Lisa Hins  
Facility Manager



# PROPOSAL



## Contact Us:

**BROOKLYN PARK OFFICE**  
9201 W. BROADWAY, #600  
BROOKLYN PARK, MN 55445  
763-315-7900

**MANKATO OFFICE**  
610 N. RIVERFRONT DRIVE  
MANKATO, MN 56001  
507-345-8818

**ROCHESTER OFFICE**  
210 WOOD LAKE DRIVE SE  
ROCHESTER, MN 55904  
507-281-6664

**BRAINERD OFFICE**  
601 NW 5TH ST. SUITE #4  
BRAINERD, MN 56401  
218-454-0703

**MARSHALL OFFICE**  
1420 EAST COLLEGE DRIVE  
MARSHALL, MN 56258  
507-476-3599

**VIRGINIA OFFICE**  
5525 EMERALD AVENUE  
MOUNTAIN IRON, MN 55768  
218-410-9521

[www.ieasafety.com](http://www.ieasafety.com)

800-233-9513

## 2024-2027 Environmental, Health, and Safety Management Services for Lester Prairie Schools

**OCTOBER 31, 2023**

**PROPOSAL #11626**

# 2024-2027 Environmental, Health, and Safety Management Services

## PROPOSAL PROVIDED TO:

Dr. Melissa Radeke  
Superintendent  
Lester Prairie Schools  
131 Hickory Street North  
Lester Prairie, MN 55354  
Phone: (320) 395-3001  
Email: [radeke@lp.k12.mn.us](mailto:radeke@lp.k12.mn.us)

## PROPOSAL CONTACT:

Amy Satterfield  
Business Development  
IEA, Inc.  
9201 West Broadway, #600  
Brooklyn Park, MN 55445  
Phone: (763) 315-7900  
Email: [amy.satterfield@ieasafety.com](mailto:amy.satterfield@ieasafety.com)

## PROJECT INTRODUCTION

In an effort to reduce or eliminate injuries and maintain compliance with federal and state regulations, Lester Prairie Schools has requested assistance with the management of its environmental, health, and safety (EH&S) program. IEA, Inc. is pleased to offer this proposal to provide an integrated support team specifically selected to meet your EH&S compliance needs.

IEA is committed to providing trusted health and safety solutions to our private and public organizations. IEA associates offer a complete range of experiences to create a capable health and safety team that can respond to your district-specific requirements. Please refer to our website [www.ieasafety.com](http://www.ieasafety.com) or to the attached Company Profile in Appendix A, for information regarding IEA, Inc.

## SCOPE OF WORK

### *Section 1.0 EH&S Program Review and Management Plan Updates*

IEA will review identified district health and safety programs for compliance and priorities. This program review will be conducted on site and includes a written summary of findings and recommended priorities specific to the following district written plans:

- Aerial Lifts/Hoists
- Asbestos
- Bloodborne Pathogens
- Community Right-to-Know
- Compressed Gas
- Confined Space
- Electrical Safety
- Employee Right-to-Know
- Fire Safety
- Hazardous Waste
- Hearing Conservation
- Indoor Air Quality
- Integrated Pest Management
- Lab Safety/Chemical Hygiene
- Lead
- Lockout/Tagout
- Machine Guarding
- Personal Protective Equipment
- Playground Safety
- Powered Industrial Trucks
- Radon
- Respiratory Protection
- Underground/Aboveground Storage Tanks

IEA will update and create new management plans as prioritized by the district, as well as comply with requirements and recommendations. Program updates will be prioritized over the length of the contract.

### *Section 2.0 Annual EHS District Compliance and Program Requirements*

IEA will provide health and safety consulting services at the district's request, based on IEA's interpretation of OSHA, Minnesota Department of Education (MDE), Minnesota Pollution Control Agency (MPCA), and other federal, state, or local EHS regulations, as well as Lester Prairie Public Schools district-specific program requirements.

IEA will coordinate with Dashir Management services, as contracted by the district, and the risk management associated with their internal safety training and site responsibilities. An example of IEA's consulting schedule is located in Appendix B.

# 2024-2027 Environmental, Health, and Safety Management Services

## Section 3.0 EH&S Consultation

In addition to the scope items listed above, IEA will provide health and safety consulting as the district requests. Example health and safety services that IEA can provide are listed in Appendix C.

IEA can provide additional health and safety projects, in addition to the scope items above, as requested. Individual project-specific scopes of work and associated fees will be provided to the district for authorization as part of this contract.

### LIMITATIONS & ASSUMPTIONS

Although IEA will remain flexible to accommodate the district's needs, project work involving sampling, equipment fees, additional contractors, third-year AHERA inspections, or labor categories other than those listed below is not included in this scope of work. If additional services are requested, IEA will provide a project-specific scope of work and associated fee.

While some firms maintain ownership of their written management plans, the work we do for your district is customized for you and becomes the property of your district.

Please note that hours may be spent working at IEA's office for access to resources or references necessary to complete a project.

Management plans and documents may be provided electronically to the district upon request with the understanding that IEA is not responsible for changes made after the date of submittal. Documents provided by IEA are developed for exclusive use by your district and are not intended to be shared, distributed, or sold to any other party.

Lester Prairie Schools is expected to provide sufficient workspace and support resources (office supplies, equipment, clerical support, and network connection to internet) as required to perform services under this contract.

IEA will assist the district in compliance with applicable standards and regulations; however, actual compliance remains the responsibility of Lester Prairie Schools.

### COMPENSATION

IEA's Program Review in Section 1.0 and recommended compliance program requirements outlined in Section 2.0 will be completed and billed on a per site-visit basis. IEA expects 6 site visits in a fiscal year basis. Please see the site visit rates listed below:

Fiscal Year (FY)	Visits / FY	Fee / FY
2024-2025	6	\$500
2025-2026	6	\$5,400
2026-2027	6	\$5,400

Each site visit consists of an approximate 8-hour workday; including: administrative work, travel time, mileage, and site time. This fee will be billed on a monthly basis. If applicable, partial visits may be billed.

### SCHEDULE

IEA's services will commence on July 1, 2024, upon receipt of a signed proposal. IEA will schedule this project through Dr. Melissa Radeke, Superintendent.

This contract is valid from July 1, 2024, to June 30, 2027.

Annual compliance projects identified in Section 2.0 will be coordinated via a scheduling letter and approved by the district prior to project start.

# 2024-2027 Environmental, Health, and Safety Management Services

## PROPOSAL TERMS

Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. Please review the attached General Conditions in Appendix D, which are a part of this proposal, for more detail.

## AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Environmental, Health, and Safety Management Services. Please sign this authorization to proceed and e-mail to [amy.satterfield@ieasafety.com](mailto:amy.satterfield@ieasafety.com). Retain the original for your records. We will begin the project at the time we receive this written documentation to proceed.

IEA, Inc.

  
\_\_\_\_\_  
Amy Satterfield  
Business Development

\*\*\*

Please proceed according to the above stated fees, terms, attached General Conditions, and this Proposal #11626 dated October 31, 2023.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
UFARS Code or PO Number

# **Appendix A**

*IEA's Company Profile*

# IEA, INC. COMPANY PROFILE

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## 39 YEARS PROVIDING TRUSTED HEALTH AND SAFETY SERVICES

### IEA CLIENT BASE

Government Agencies  
Hospitals & Medical  
Insurance Companies  
Property Management  
Construction Companies  
Colleges/Universities  
K-12 Education  
Architect/Design Firms  
Attorneys

### IEA STAFF QUALIFICATIONS

Certified Safety  
Professionals  
Certified Industrial Hygienist  
Professional Engineers  
Certified Commissioning  
Licensed Lead/Asbestos  
Licensed Radon  
Measurement  
Certified School Risk  
Managers

### IEA FIRM QUALIFICATIONS

MN Dept of Health  
Asbestos Firm  
License#AC427

Dept of Human Services  
Lead Company Certification  
#DHS-14300

AIHA IHLAP, LLC Accredited  
Laboratory  
#101097

The Institute for Environmental Assessment, Inc. (IEA) is a privately owned small business founded in 1984. With offices in Brooklyn Park, Rochester, Mankato, Brainerd, Marshall, and Virginia, Minnesota, IEA has a staff of over 60 professionals who provide consultative services in specialized areas. IEA's service areas include Health and safety, asbestos/lead/hazardous materials, indoor air quality and ventilation commissioning.

IEA's Health and Safety Consulting Team has been providing services to facilities and their occupants throughout Minnesota for over 30 years. Through our expertise, experience, and reputation, IEA's team delivers the most practical, thorough, and up-to-date services.

IEA provides individualized health and safety program service and implementation that meet your specific site needs. Our professional staff have strong credentials and a depth of knowledge that complement IEA's team approach to providing the best response options and solutions.

IEA has developed customized and site-specific programs and services for public and private K-12, higher education, and government agencies. IEA also supports businesses and institutions such as healthcare facilities, manufacturing, automobile services, printing industry, construction, and transportation.

## Our Mission

Our mission is to care for our clients, associates, and business by continually striving to improve.

The core of our company services is based upon investigation, consultation and commissioning of facility challenges and IEA is dedicated to this mindset regardless of whether client needs are focused on hazardous materials, health and safety, indoor air quality or ventilation function. We are dedicated to identifying and minimizing risk for our clients.

[WWW.IEASAFETY.COM](http://WWW.IEASAFETY.COM)  
1.800.233.9513



# **Appendix B**

*Example Scheduling Letter*



Lester Prairie Schools  
 2024-2027 **EXAMPLE IEA Schedule of EHS Scope of Work**  
 IEA Project #202400000



**Date:** March 2023

**To:** Lester Prairie Schools  
 Dr. Melissa Radeke, Superintendent

**\*IEA Designated Contact:**

Mary Ferrian, CSP, EHS Division Manager  
 763-315-7900 (office)  
 651-380-7141 (cell)

[mary.ferrian@ieasafety.com](mailto:mary.ferrian@ieasafety.com)

\*Note account manager will be assigned by Mary

The following scope items have been coordinated through your existing EHS contract with IEA. Please review the listed activities and the proposed schedule for completion below. If you require changes, please contact us to coordinate.

Planned Scope Activity	
<b>2024</b>	
<b>July</b>	<ul style="list-style-type: none"> <li>• Program Management Coordination and Review</li> <li>• Hazardous Waste Reporting</li> </ul>
<b>August</b>	<ul style="list-style-type: none"> <li>• Health and Safety Training for Science &amp; Food Service (classroom)</li> <li>• Employee Right-to-Know (online)</li> <li>• Bloodborne Pathogens (online)</li> </ul>
<b>September</b>	
<b>October</b>	<ul style="list-style-type: none"> <li>• Science Lab Safety Inspections &amp; Fume Hood Testing</li> </ul>
<b>November</b>	<ul style="list-style-type: none"> <li>• AHERA 6 Month Inspection</li> </ul>
<b>December</b>	
<b>2025</b>	
<b>January</b>	
<b>February</b>	<ul style="list-style-type: none"> <li>• Tier 2 Reporting</li> <li>• IAQ Building IAQ Walkthrough</li> </ul>
<b>April</b>	<ul style="list-style-type: none"> <li>• Lockout/Tagout Periodic Inspections</li> <li>• Compressed Gas Inspections</li> </ul>
<b>May</b>	

# **Appendix C**

*List of IEA's Consulting Services*

# IEA Consulting Services

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Ongoing health and safety compliance is a multifaceted, complex, and resource-consuming task. Outsourcing some of these responsibilities can be an effective and efficient use of time and money. This is especially true when you use trained and experienced personnel with customized written programs, plans, management systems, and proven, time-tested implementation procedures. When you add immediate access to engineers, certified industrial hygienists, public health professionals, physicians, and toxicologists, you have a health and safety compliance team that is poised to provide you with cost effective, efficient, and professional compliance. IEA has assisted clients nationally with the following services:

- A Workplace Accident & Injury Reduction Program (AWAIR) / Safety Committees
- Air Permitting / Emissions
- Athletic Field Safety Impact Testing  
Know your G-Max
- Americans with Disabilities Act (ADA)
- Asbestos
- Bleacher Safety
- Bloodborne Pathogens (BBP)
- Community Right to Know (CRTK)
- Compressed Gas
- Confined Space
- Electrical Safety/NFPA 70E
- Emergency Action/Crisis Management Plan
- Employee Right to Know (ERK)
- Ergonomics
- Fall Protection
- Fire Safety
- First Aid / CPR
- Fleet / Vehicle Safety
- Forklift Safety / Powered Industrial Vehicle Safety
- Hazardous Waste
- Hearing Conservation
- Hoist / Personnel Lift / Crane Safety
- Indoor Air Quality (IAQ)
- Infectious Waste
- Integrated Pest Management (IPM)
- Job Safety Analysis
- Lab Safety / Chemical Hygiene
- Lead
- Leadership in Energy and Environmental Design (LEED)
- Litigation
- Lockout / Tagout
- Machine Guarding
- OSHA General Industry or Construction Outreach Training
- OSHA Inspections
- OSHA Recordkeeping
- Personal Protective Equipment (PPE)
- Playground Safety and Certified Inspections
- Pool Drains and Diving Boards
- Process Safety Management
- Radon
- Respiratory Protection Program
- Storage Tank (USTs/ASTs) Removal Assistance
- Ventilation System Assessment
- Welding, Cutting, or Brazing



# **Appendix D**

## *General Conditions*

# General Conditions

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The word "Consultant" refers to the Institute for Environmental Assessment ("IEA"), the contracting company is referred to as the "Client". Client agrees to be bound by these General Conditions by accepting the Proposal and engaging Consultant.

The Agreement with you, the Client, is comprised of this Agreement and accompanying written proposal.

## 1. Scope of Work

Consultant will furnish and perform the professional services specified in Consultant's proposal (the "Proposal"). The services as set forth in the Proposal (the "Services") will be provided by Consultant's personnel at the location of the Client (the "Site") (hereinafter referred to as the "Project"). If any portion of the Proposal is inconsistent with this Agreement, the terms of this Agreement shall control:

Consultant's obligation to perform the Services shall terminate upon delivery of a final report within 45 days of Project completion.

In addition to the Proposal, Consultant and Client agree as follows:

### A. Right of Access

Unless otherwise agreed in writing, Client will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

### B. Confidential & Proprietary Information

The Consultant and Client agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or propriety information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other.

## C. General

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality. The AIHA-certified IEA laboratory will perform PCM analysis if specified. Other field PCM analysis will be completed by laboratory-approved field technicians, generally under AAR Guidelines.

## 2. Payment for Services

### A. Fee Schedule & Maximum Costs

The fee schedule in the Proposal specifies the amounts due to Consultant from Client for its Services performed under this Agreement.

### B. Schedule of Payment

Invoices will be submitted to Client once a month for services performed during the prior month. Payment to Consultant is due upon presentation to Client, and past due after thirty (30) days of receipt of the invoice, in which case a service fee of 1.5% monthly shall be added to the invoice, unless specifically arranged otherwise by Consultant and communicated in writing. Client reserves the right to question any item on any invoice and Consultant agrees, upon Client's request, to supply such documentation as is necessary to reasonably justify such invoice amount to Client's reasonable satisfaction. Client agrees to pay Consultant any costs of collection including reasonable attorneys' fees and costs if payment for Services are not made when due.

### C. Expert Fee Expenses

If Client requests Consultant to participate on behalf of Client in litigation regarding the subject matter of this Agreement, Client agrees to pay all of Consultant's expenses arising therefrom at the prevailing rate for Consultant's time plus out-of-pocket costs and expenses, including reasonable attorney fees incurred by Consultant in conjunction with the participation.

## 3. Indemnity & Insurance

### A. Indemnity

Consultant shall indemnify and hold harmless Client against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Consultant, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Consultant, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Consultant's proportion of the total fault which directly caused the damages. Client shall indemnify and hold harmless Consultant against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Client, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Client, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Client's proportion of the total fault which directly caused the damages.

### B. Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1(C) HEREOF, CONSULTANT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER CONSULTANT OR CLIENT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, FOR NEGLIGENCE ON THE BASIS OF STRICT LIABILITY OR OTHERWISE.

# General Conditions (cont'd)

## C. Insurance

(1) Consultant carries coverage and limits of liability insurance as follows:

- (a) Workers Compensation with statutory limits.
- (b) Employers' Liability with a minimum policy limit of \$1,000,000.00.
- (c) Comprehensive General Liability with the following coverage:
  - I. Limit \$1,000,000.00 per occurrence
  - II. \$2,000,000.00 general aggregate
  - III. \$2,000,000.00 products completed/ operations aggregate
  - IV. \$1,000,000.00 personal and advertising injury
  - V. \$300,000.00 fire Damage (any one fire)
  - VI. \$25,000.00 medical expenses (any one person)
- (d) Automobile insurance covering all owned, non-owned or hired automobiles used in connection with the work covering bodily injury and property damage with a minimum combined occurrence limit of \$1,000,000.00
- (e) Professional Liability (claims made) with the following coverage:

\$1,000,000.00 per occurrence
- (f) Contractor Pollution Liability (claims made):

\$1,000,000.00 each occurrence
- (g) Umbrella Liability.

\$5,000,000.00 each occurrence

(2) Client (or Owner if applicable), Subcontractors and Agents agree to provide Consultant, upon request, Certificate(s) of Insurance signed by the insurer evidencing insurance for premise liability, general liability, auto and workers comp. equal or greater than those limits carried by the Consultant.

(3) Consultant shall promptly deliver to Client (or Owner if applicable), upon request, certificate(s) of insurance signed by the insurer for the policies described in (3) (C) above, or certified copies of such insurance policies indicating the existence of such coverage. IEA must be listed as both certificate holder and insured, or additional insured on each certificate of insurance.

## 4. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Client.

## 5. Independent Contractor

Consultant is an independent Contractor and shall not be considered an employee, partner or joint venturer of the Client for any purpose.

## 6. Restriction to hire employees of Consultant

Client agrees to refrain from hiring, contracting, or retaining the services of Consultant's employees during or within 12 months after the termination of Consultant's services. If Client hires an employee of Consultant in violation of this Section 6 without Consultant's written consent, Client shall pay Consultant a placement fee equal to twenty-five percent (25%) of such employee's annual wages.

## 7. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Client or the Consultant's Chief Financial Officer, as the case may be, at their addresses as set forth in the Proposal. The courts located in the State of Minnesota shall have exclusive jurisdiction in any actions commenced by Consultant or Client in connection with this Agreement, the Project or the Services.

## 8. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota. Parties agree to participate in pre-suit mediation prior to commencement of an action.

## 9. Extent of Agreement

This Agreement, together with the Proposal, represents the entire Agreement between Client and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Client and Consultant.

## 10. Termination

Upon completion of the Project, Consultant will, at Client's request, deliver to Client or its designee all records, documents or materials in its possession or control of Consultant which are owned by Client. The obligations and provisions of Sections 1B, 2, 3, 5, 6 and 10 shall survive completion of the Project or termination of this Agreement.



**SWWC Service Cooperative  
Wide Area Network Consortium  
Fiscal Years 2025-2029  
Extendable through Fiscal Year 2034**

THIS AGREEMENT is made and entered into as of this 7<sup>th</sup> day of February, 2024, by and between SWWC Service Cooperative (hereinafter referred to as “SWWC”), and Independent School District No. 424, “Lester Prairie Public Schools” located at Lester Prairie, Minnesota (hereinafter referred to as “District”) for the SWWC Wide Area Network Consortium site named: “Lester Prairie Public Schools” which is physically located in Lester Prairie, MN. The provisions contained herein, along with any addenda, attachments and subsequently executed amendments attached hereto, shall constitute the entire agreement and understanding between the parties.

**AGREEMENT**

In consideration of the premises, mutual terms, covenants, provisions, and conditions set forth herein, it is agreed by and between the parties, as follows:

1. **Definitions.** As used herein, the following terms and acronyms shall have the meanings ascribed to them below:

Wide Area Network Consortium:

A group made up of both E-Rate and non-E-Rate Eligible entities which pool their financial and intellectual resources to collaboratively contract for and operate a WAN for the purpose of increasing the overall educational benefit among all of the members; Wide Area Network Consortiums are eligible for TAEA under Minn. Stat. § 125B.26, et seq. Herein referred to as “Consortium” or “WAN Consortium”

WAN:

“Wide Area Network”; services provided to interconnect information systems through digital transmission services

E-Rate:

Program authorized as part of the Telecommunications Act of 1996 and administered by SLD which provides subsidies to assist schools and libraries in obtaining affordable telecommunications and Internet access

USAC:

“Universal Service Administrative Company”; the administrator of the E-Rate funding program

SLD:

“Schools and Libraries Division” of the Universal Service Administrative Company

RFP:

“Request for Proposal”: documents used during the procurement of services for which contracts have been negotiated with service providers and vendors

POP:

“Point of Presence”; a point of connectivity to the Internet or another network

MCU:

“Multi-point Control Unit”; a local area network endpoint device used to bridge video conferencing connections

TAEA:



“Telecommunications/Internet Access Equity Aid”; funding eligibility as determined by Minn. Stat. § 125B.26, et seq.

**2. Wide Area Network Consortium: Participation and Services.**

- a. *General Conditions.* SWWC serves as the purchasing entity on behalf of the District for services and equipment directly related to providing the services described herein. As the purchasing entity, SWWC has entered into contracts with Internet and WAN service providers for the provision of the services described herein. SWWC’s contracts with such vendors are attached hereto as Attachment A. The services provided pursuant to the terms of this Agreement, and the obligations of SWWC hereunder, are and remain subject to the full terms and conditions set forth in the contracts attached as Attachment A. The District and all SWWC Members participating in the Wide Area Network Consortium agree that the representations, covenants, and warranties set forth in the contracts attached as Attachment A are the representations, covenants and warranties of the District and are a part of, and a material basis for this Agreement as if fully restated herein.
- b. *Services Provided.*
  - i. WAN Services shall be provided to the District through the telecommunications provider selected through the Wide Area Network Consortium’s RFP process. SWWC shall coordinate the RFP procurement process and all vendor negotiations to establish contract(s) with vendor(s) necessary to fully operate the WAN.
  - ii. SWWC shall cause Internet Services to be provided to the District through the Internet Service Provider selected through the RFP process for the Wide Area Network Consortium.
  - iii. SWWC shall cause Digital Transmission Service connectivity through the North Star GigaPOP peering point for Internet2 connectivity.
  - iv. SWWC shall provide “Wide Area Network Coordination Services” to the District, which shall include, but not be limited to:
    1. Completion of filings of WAN-related E-Rate forms and paperwork with the SLD;
    2. Completion of filings with the Minnesota Department of Education to obtain TAEA funding;
    3. Membership in the world-wide Internet2 Consortium;
    4. Representation of District in the Minnesota Educational Technology Networks (METN) and the State Education Technology Directors’ Association (SETDA);
    5. Monitoring and coordination of the District’s compliance with the Children’s Internet Protection Act;
    6. Management and distribution of Consortium owned IP spaces assigned to District.
    7. Management of the WAN system up to hand-off SWWC or vendor supplied equipment located at the District;
    8. Provision of shared core connectivity equipment at WAN POP(s) to ensure connectivity between WAN, Internet service providers and other shared equipment;
    9. Management and maintenance of shared WAN equipment including:
      - a. Content filtering system (not eligible for E-Rate or Telecommunications Access Equity Aid funding)
      - b. Internet core firewalls and protection systems;
      - c. Internet traffic management system;
      - d. Additional equipment deemed necessary to maintain the WAN resources most effectively;
    10. Full participation in SWWC Technology Solutions “Technology Subscription” service, for which if District is also participating in a stand-alone or service contract

that is inclusive of the Technology Subscription, an elimination of the duplicative subscription fee will be provided;

11. Full participation in SWWC Technology Solutions “E-Rate Coordination” services for comprehensive coordination of Category 1 and Category 2 E-Rate filings, for which if District is also participating in a stand-alone or service contract that is inclusive of E-Rate Coordination, an elimination of the duplicative subscription fee will be provided;
12. Provision of managed Security Awareness Training and Phishing Simulation services by SWWC Cybersecurity Services, for which if District is participating in a SWWC Comprehensive Cybersecurity Services contract, an annual discount shall be applied towards the Cybersecurity contract;
13. Provision of a comprehensive Annual Security Assessment by SWWC Cybersecurity Services, for which if District is participating in a SWWC Comprehensive Cybersecurity Services contract, an annual discount shall be applied towards the Cybersecurity contract;
14. Provision of monitoring, scanning, and SIEM services of District’s core network equipment, including routine vulnerability scanning and mitigation services for externally identified vulnerabilities and threats, for which if District is participating in a SWWC Comprehensive Cybersecurity Services contract, an annual discount shall be applied towards the Cybersecurity contract;
15. *Optionally*, for an additional annual fee, District may choose to participate in the Consortium’s Interactive Television Distance Learning Program (ITV) Management. The ITV offering includes the management of video conferencing network, including maintenance and management of MCU, provision of a single video conferencing system at the District – The District must provide HDMI capable 4K compatible television. SWWC will provide management of course offerings through ITV including soliciting course offerings and enrollments from members participating in the ITV option. SWWC shall perform the annual billings to districts for student enrollments and provide payment to districts providing course instruction based upon enrollment levels or other agreed upon tuition arrangements.

c. *Term; Amendment.* The initial term of this Agreement shall commence on July 1, 2024, and shall continue through June 30, 2029 (hereinafter, “Term”). The provisions contained herein shall supersede any WAN Membership Agreements previously executed between the parties. SWWC shall negotiate and maintain contracts for the services included under the provisions of this Agreement. SWWC reserves the right to amend this Agreement, including those provisions regarding pricing, from time to time; the District acknowledges and agrees that SWWC has reserved the right to amend the provisions of this Agreement at any time.

d. *Term Extension.* The term of this agreement may be extended by utilizing up to 5 (five) 1 (one) year contract extensions with contracted vendors if recommended by the SWWC Wide Area Network Advisory Committee and adopted by the SWWC Service Cooperative Board of Directors. When exercised, each contract extension shall automatically extend the term of this contract by 1 (one) year individually up to a total of 5 (five) years. The effective term of this contract should all contract extensions be exercised shall be July 1, 2024 through June 30, 2034.

e. *Limitations of Service.*

- i. Except as set forth in paragraph 2.b.iv and section (ii) below, services provided under this Agreement do not include support of network systems, hardware, or any technologies belonging to the District, including generally, technology devices and systems that exist

- beyond the SWWC WAN hand-off (point of demarcation) on the District's Local Area Network, or any District-operated WAN.
- ii. Should District participate in the optional ITV Program: Services provided under this Agreement do include support required to ensure that video conferencing equipment used for the purposes of the District's interactive television courses is configured and setup properly; however any Local Area Network issues impacting the quality of network services received or displayed by the District's video conferencing equipment shall be resolved at the expense of the District outside of the terms of this Agreement.
  - iii. *Service Costs.* The maximum costs for the services outlined in this Agreement are set forth below. The maximum costs include services of up to 20Gbps per WAN connected site, or the highest bandwidth for which pricing is available for this site in Attachment B, and up to 300 Gbps of Internet and 300 Gbps of Digital Transmission Services with all corresponding costs for Consortium owned equipment to provision those services. Costs that are eligible for E-Rate funding will be billed to the District after the E-Rate discount has been applied. Actual maximum costs before E-Rate discounts are used below, as well as an estimated cost to the District after a 70%\* E-Rate discount has been applied to all E-Rate eligible services. The actual E-Rate discount will vary annually based on the Wide Area Network Consortium's consolidated E-Rate discount level as determined by the SLD's matrix of discounts. Notwithstanding any available E-Rate discount or available E-Rate funding, the District acknowledges and agrees that the District shall be responsible for the entire actual cost of all services subscribed to under this Agreement if the District's E-Rate funding is denied for any reason.

Actual service costs for each site will be significantly less than the maximum price stated below. Billings to the District will be based upon the District agreed upon speeds from the pricing catalog included in "Attachment B" of this contract. The District and consortium will have the option of increasing their bandwidth for WAN connectivity as well as Internet and Digital Transmission Services to any of the specified speeds in Attachment A throughout the term of this contract.

District level expenses include those associated with maintaining consortium owned enterprise grade next generation firewall, intrusion prevention and detection systems, perimeter antivirus and anti-malware systems as well as the maintenance on consortium owned IP address infrastructure.

Building level expenses include those associated with consortium core networking, servers and subscriptions necessary for WAN infrastructure and network operations.

\* The E-Rate discount may be more or less than 70% and is determined by USAC annually based on the aggregated discount of all districts and entities participating in the Consortium. Over the past 6 years, the SWWC Consortium E-Rate discount has ranged between 69% and 74%.

For WAN Site: Lester Prairie Public Schools located in Lester Prairie, MN.

Maximum Service Costs for Maximum WAN, Internet, and DTS Services Available for Site

Services Eligible for E-Rate and TAEA:

One Time, Non-Recurring WAN Fee.....\$ 3,000.00  
*This is the MAXIMUM one-time fee for last mile construction and activation costs, this fee is calculated in the Total Eligible Costs before E-Rate Discount.*

Annual WAN Services.....\$ 44,573.31  
 Annual Internet Access Costs.....\$ 19,605.95  
 Annual DTS Service to North Star GigaPOP.....\$ 8,913.57  
 Total Eligible Costs before E-Rate Discount:.....\$ 73,092.83  
 Total Costs Eligible for E-Rate after Discount:.....\$ 21,927.85

Services Eligible for TAEA, but not E-Rate:

Building Level Expenses.....\$ 123.81  
 District Level Expenses.....\$ 2,201.22

Services NOT Eligible for E-Rate discount or Telecom Access Equity Aid

Internet Content Filtering:.....\$ 146.10

Summary of Total Annual Maximum Costs for services available in this agreement:

Total Annual Maximum Costs before E-Rate and TAEA:.....\$ 75,563.96  
 Total Annual Maximum Costs after Estimated E-Rate Discount (70%\*):.....\$ 24,398.98

Consortium Fees: Consortium fees are based upon an aggregated annual budget that is split evenly among all school districts participating in the consortium. The table below details the annual Consortium budget and fee per district should 51 school districts participate in the Consortium. The table details the Consortium Fees for the initial 5-year Consortium contract term as well as each of the potential 1-year extensions, as described in Section d, that may be covered by this agreement. Should the number of participating school districts decrease from 51, the membership fees per school district will be re-distributed and will increase for all remaining school districts. Should the number of participating school districts increase from 51, the costs will be re-distributed and will decrease for all school districts.

Consortium Fees are fully eligible for TAEA reimbursement funding.

Contract Year	Fiscal Year	Total Fixed Consortium Fee Budget	Consortium Fee per district at 51 participants
1	2025	\$1,070,768.90	\$20,996.00
2	2026	\$1,105,008.21	\$21,667.00
3	2027	\$1,140,333.51	\$22,360.00
4	2028	\$1,176,780.54	\$23,075.00
5	2029	\$1,214,386.22	\$23,812.00
Extension 1	2030	\$1,253,188.67	\$24,573.00
Extension 2	2031	\$1,293,227.32	\$25,358.00
Extension 3	2032	\$1,334,542.85	\$26,168.00
Extension 4	2033	\$1,377,177.33	\$27,004.00
Extension 5	2034	\$1,421,174.21	\$27,867.00

**Optional** - Interactive Television Distance Learning Program (ITV) Participation:

\$2,000.00 per year per District participating in WAN Consortium

\$4,500.00 per year per District NOT participating in WAN Consortium

- f. *Use of TAEA Funds.* If unused TAEA funds are available from previous filings for the District, the unused funds will be applied first towards the District's consortium fees as set forth above, and a credit memo will accompany any invoices for the applied amount. Remaining unused TAEA funds will be credited towards the District's E-Rate and TAEA eligible services when invoiced. As defined in state statute, TAEA funds will not be used to credit invoicing for Internet content filtering. At the sole discretion of SWWC, any remaining TAEA funds will then be paid to the District.
- g. *Conditions of Final Annual Payments.* Due to the length of time required for the SLD to finalize final E-Rate discounts for eligible services included under this Agreement, the final amount billable to the District annually may be adjusted and increase or credit future District invoices within the same fiscal year. If final E-Rate discounts are yet unknown after the final invoices within a fiscal year are received by the District, an adjusted invoice will be issued by SWWC as soon as possible after the SLD finalizes the discount level and after proper adjustments in invoicing have been made by SWWC and between SWWC and its Wide Area Network Consortium vendors.
- h. *Timeline for Withdrawal from the Wide Area Network Consortium; Automatic Renewal.* The District may withdraw from the Wide Area Network Consortium by providing written notice of the District's intent to withdraw to SWWC's Executive Director on or before March 1 of each fiscal year preceding expiration of the Term of this Agreement (hereinafter, the "Notice Deadline"). The District acknowledges and agrees that failure to provide written notice of its intent to withdraw from the Wide Area Network Consortium on or before the Notice Deadline shall financially and legally obligate the District to the provisions of this Agreement for an additional Term, commencing on July 1, 2029 or July 1 of the year in which a contract extension ends through 2034.
- i. *Termination.* Notwithstanding any provision in this Agreement to the contrary, this Agreement may be terminated prior to the expiration of the Term set forth above pursuant to any of the following provisions:
- i. *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 results from nonpayment by the District of monies due to SWWC the cure period shall be limited to ten (10) days.
  - ii. *Effect of Termination.* Except as specifically set forth herein, no withdrawal or termination of this Agreement by the District, whether voluntary or involuntary, shall result in or entitle the District to the refund of any amounts 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 District to reimbursement of a prorated share of any service fee that would remain unused if 1/12 of the service fee were used by SWWC during each month of each Term hereof.
- j. *Hold Harmless.* The District shall hold SWWC harmless from liability for any equipment malfunction, loss of data or data privacy violations that may occur in the District. The District acknowledges and agrees that it is solely responsible for ensuring that proper backups, data consistency and data retention practices are performed as well as all other day-to-day operations of the Information Technology Department within the District. The District is responsible for ensuring that all filings, certifications and licensing are met. Loss of funding or fines imposed on

the District shall remain the sole responsibility of the District and shall not impose liability against SWWC.

### 3. 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 personally; (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 day 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 subsequent amendment, 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 SWWC (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. SWWC reserves the right to modify or amend this Agreement in its sole discretion.
- e. *Assignment.* The District 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.
- h. *Controlling Law and Jurisdiction.* This Agreement shall be deemed to have been made in the State of Minnesota and shall be governed by, construed and interpreted in accordance with the laws of the State of Minnesota. With respect to any dispute, controversy or claim arising out of or

relating to this Agreement or the relationship between the parties, SWWC and District agree and consent to jurisdiction of and exclusive venue in the United States District Court, District of Minnesota, or in the Minnesota State Court, Lyon County, Fifth Judicial District.

IN WITNESS WHEREOF, Parties hereto have executed this Agreement the day and year first above written.

**SC MEMBER SCHOOL DISTRICT NO. 424    SWWC SERVICE COOPERATIVE**  
**LESTER PRAIRIE, MINNESOTA**

**BY:** Melissa Radeke  
Melissa Radeke (Feb 14, 2024 07:52 CST)  
(Authorized Signature)

**BY:** \_\_\_\_\_  
Tegan Gillund  
Director of Finance

Melissa Radeke  
(Designee Printed Name, Title)

\_\_\_\_\_  
(Date)

Feb 14, 2024  
(Date)

- Mark here if District will be participating in Optional Interactive Television Distance Learning (ITV) Management offering for the term of this agreement. See section 2.b.iv.15 for details. Participation in this option may be added anytime during the agreement. Annual Fees shall not be pro-rated for mid-year additions.  
**Annual Fee:** \$2,000.00 per district (eligible for TAEA reimbursement).

# Attachment A

## SOUTH DAKOTA NETWORK, LLC MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) between, SWWC Service Cooperative (“Customer”) and South Dakota Network, LLC (dba SDN Communications), a South Dakota limited liability company (“SDN”) (hereinafter, Customer and SDN may be referred to in the aggregate as “Parties” and each singularly as a “Party”).

This Agreement supersedes and replaces all prior agreements, including all previously executed Master Agreements for Services, between Customer and SDN.

The Parties agree as follows:

1. Services.

- a. During the Term of this Agreement, SDN shall provide to Customer the services set forth in an annual “Services Amendment” at the term, rates, and charges as specified in the Master Pricing Schedules: Exhibit 3, attached hereto (the “Services”).
- b. Ownership and control of the SDN network, facilities, and equipment shall at all times be and remain in SDN, and SDN shall have the right to remove its Services, cable, and any other equipment used in connection therewith upon termination of this Agreement.

2. Term/Renewal/Termination.

- a. The term of this Agreement shall commence on July 1, 2024 (“Effective Date”) and shall cover an initial term of five (5) years and includes up to five (5) subsequent optional one-year extensions, such that the termination date of the agreement if all extensions are exercised shall be June 30, 2034. Customer shall notify SDN Communications of its intentions to exercise an optional one-year extension of this contract no less than 60 days prior to the end date of the agreement or any subsequent extensions.
- b. If any Services are terminated after execution of this Agreement and prior to Service Activation Date for such Service, Customer agrees to pay to SDN: (i) those costs reasonably incurred by SDN through the date of receipt of termination and (ii) any non-recurring fees SDN incurs from other suppliers in connection with cancellation of the Service.
- c. If SDN fails to perform the services or deliver the items sought by Customer as specified in this agreement and its Exhibits, or if SDN fails to conform to any of the conditions set out in this Agreement, Customer may terminate this Agreement by providing thirty (30) days written notice to SDN. This Agreement, however, shall not be terminated if, upon receipt of the notice, SDN promptly cures the alleged violation within five (5) business days. In the event of termination, Customer will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by SDN for use in completing this Agreement. Failure to maintain the required certificates of insurance, permits, licenses, and/or bonds will be cause for termination.
- d. If the Federal Communications Commission, a state Public Utilities or Service Commission or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of canceling, changing or superseding any material term of provision of this Agreement (collectively, “Regulatory Requirement”), then the Parties shall attempt to mutually agree on a modification and



amendment of this Agreement in such a way as is necessary to comply with such Regulatory Requirement. Should the Parties not be able to agree on modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective, then upon written notice either Party may, to the extent practicable, terminate that portion of this Agreement impacted by the Regulatory Requirement, or if the entire Agreement is impacted in such a way as to make continuation impossible, either Party may terminate the Agreement with no further obligation or liability hereunder, except any non-recurring fees SDN incurs from other suppliers in connection with cancellation of such Services and any outstanding invoices still owed by Customer.

- e. In the event of a termination of this Agreement or of any Services provided under this Agreement, the Parties shall work cooperatively to minimize any potential interruptions of Service and/or other disruptions or inconveniences to customers.
3. Payment. Customer shall pay the sums specified in “Service Amendments” which shall be reviewed and agreed upon annually and be based upon the Master Pricing Schedules found in Exhibit 3 of this Agreement, within thirty (30) days of the date of the invoice (“Due Date”). All stated monthly recurring costs, non-recurring costs, and special construction costs stated in this agreement, its exhibits, and all service amendments are fully inclusive of all fees, taxes, and other charges associated with the corresponding service. All stated pricing in this agreement and its exhibits are binding for the full term of the agreement and all voluntary contract extensions. Payment for the month in which the Service is installed shall be made in a prorated amount for that portion of the month for which the Service is available. Any sums due and owing to SDN that are not paid by the Due Date shall bear interest at the rate of 1.5% per month, or the highest rate allowed by law, until paid in full. SDN shall have the right to immediately discontinue all Services provided under this Agreement if Customer fails to pay any sums due and owing to SDN within thirty (30) days of the Due Date. SDN shall provide accurate invoices to SWWC, should an invoice be found to be inaccurate, payment shall not be due until thirty (30) days after a corrected, accurate invoice is provided.
  4. Operation and Maintenance of the Network. SDN shall be responsible for the operation and maintenance of its network in accordance with the performance specifications as agreed to in this Agreement. In the event of failure or degradation of the performance of the SDN network to a point where the Service provided to Customer is inferior to these performance specifications (a service-affecting condition), SDN shall proceed immediately and with due diligence to restore its network to the level of performance specified in this Agreement. SDN shall use its best efforts to repair any service-affecting condition within twenty-four (24) hours following receipt of telephonic or electronic notice of the condition in accordance with Section 14 of this Agreement, provided however, that SDN shall have no responsibility or liability to Customer for any disruption in Service. In the event that any such service-affecting condition shall extend beyond twenty-four (24) hours, SDN’s sole obligation to Customer shall be to rebate that portion of the monthly service charge prorated over the period of time during which Service is unavailable to Customer. In the event that any service-affecting condition shall extend beyond seventy-two (72) hours, or that more than three (3) such occurrences of more than four (4) hours each, shall occur within any calendar year affecting Service provided under this Agreement, Customer shall have the right at its option to terminate that Service upon thirty (30) days written notice to SDN. Any such termination shall place the Parties in the same position as if the term of that Service had expired.
  5. Funding Contingency. This Agreement is contingent upon the appropriation of sufficient funds by Customer to pay its portion of the costs as well as receiving funding from appropriate federal, state, and other sources. If funds are not appropriated or received, SDN agrees to take back any good furnished, terminate any services, and relieve Customer of any future obligations under this Agreement upon notice of same.

6. Funding Responsibility. SDN agrees to assume full responsibility (including financial responsibility) for any loss of E-rate funding resulting from action or inaction on the part of SDN, including liability for liquidated damages in the amount of Customer's discounted portion on the funding requests so denied. In addition, SDN shall be liable to Customer for any legal or consulting fees incurred by Customer in appealing, responding to FCC or USAC inquiries, or otherwise incurred in attempting to remedy violations of E-rate program rules and regulations by SDN.
7. Insurance. Contractor(s) and personnel employed by either Party to perform work on the premises of the other Party shall provide and maintain at all times during the provision of services to the Parties the following types of insurance in the following minimum amounts, which insurance shall be issued by companies approved by the Parties:
  - a. Worker's Compensation Insurance complying with the law of the state or states in which the services are to be provided and Employers Liability Insurance with limits of \$1 million each accident, including occupational disease coverage with limits of \$1 million each employee, \$1 million policy limit.
  - b. Commercial General Liability Insurance with a single combined limit for bodily injury and property damage of \$2 million each occurrence.

The foregoing insurance shall be evidenced by certificates of insurance that shall be delivered upon request to the Parties. The certificates of insurance shall show that the insurance is prepaid and in full force and effect and that such insurance shall not have been canceled, non-renewed or changed during the term of this Agreement or during any extension thereof, without at least thirty (30) days written notice to the other Party. The maintenance of insurance by the contractor shall in no way limit or affect the extent of the contractor's liability.

8. Indemnification. Any and all claims that arise or may arise against SDN or its agents, servants, or employees as a consequence of any act or omission on the part of SDN or its agents, servants, or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of Customer. SDN shall indemnify, hold harmless, and defend Customer and its employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that Customer and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of SDN or its agents, servants, or employees, in execution, performance, or failure to adequately perform SDN's obligations pursuant to this Agreement.

Customer shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in this Agreement.

9. Limitation of Liability. Neither Party shall be liable to the other for any incidental, indirect, punitive, special or consequential damages of any kind including, but not limited to, any loss of use, loss of business, or loss of profit, and regardless of the form of the action, whether in contract, warranty, strict liability or tort, including without limitation, negligence of any kind, and regardless whether a Party was advised, had reason to know, or in fact knew of the possibility of liability. SDN shall not be liable for the acts, omissions or delays caused by third party vendors. Unless otherwise provided for in this Agreement (including Section 6), any SDN liability to Customer for any damages of any kind shall be limited to the total amount paid to SDN in the three (3) months prior to the most recent cause of action; provided, however, if the claim relates to an outage of a circuit, the claim will be limited to an out-of-service credit determined by a prorated amount equal to the charges due for each twenty-four (24) hour period service has not been satisfactorily provided. Remedies under this Agreement are exclusive and limited to those expressly stated in this Agreement.

10. Default/Termination. Failure of either Party to cure a material default under this Agreement as soon as reasonably practical, but not less than thirty (30) days after receipt of written notice thereof, shall entitle the other Party to immediately terminate this Agreement. A default that is not susceptible to cure within thirty (30) days shall not give rise to a right of termination, provided cure is commenced within ten (10) days and diligently pursued to completion.
11. Lawfulness of Agreement. This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations of any court or governmental agency of competent jurisdiction. If a court or a governmental agency of competent jurisdiction determines that this Agreement, or a provision of this Agreement, is unlawful, this Agreement, or that provision of this Agreement shall terminate. If a provision of this Agreement is so terminated but the Parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect. This Agreement also incorporates by this reference the terms of SDN's Acceptable Use Policy ("AUP"), included in this agreement as Exhibit 2. Any material change in the terms of the AUP will be communicated by SDN to its Customers in writing at least thirty (30) days prior to the effective date of such change.
12. WARRANTIES. Except as may otherwise be stated in this Agreement, THERE ARE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. Default.
- a. Force Majeure. Neither party. Shall be held responsible for delay nor failure to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure:
- Fire
  - Flood
  - Epidemic
  - Strikes
  - Wars
  - Acts of God
  - Unusually severe weather
  - Acts of public authorities
  - Delays or defaults caused by public carriers
- Provided the defaulting party gives notice as soon as possible to the other party regarding the inability to perform.
- b. Inability to Perform. SDN shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the system or service purchased by Customer. SDN shall immediately notify Customer in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, Customer shall determine whether such inability requires a modification or cancellation of this Agreement.
- c. Duties to Mitigate. Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder.
14. SDN Equipment. Customer shall not and shall not permit others to rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any SDN provided equipment or facilities ("Equipment") without the written consent of SDN. Such Equipment is for use in connection with the Services and shall not be used for any purpose other than that for which SDN provided it. In the event that Customer or a third party

tampers with or attempts to maintain the Equipment without first obtaining written approval, in addition to any other remedies for breach by Customer of Customer's obligations, Customer shall pay SDN for any damage to the Equipment and any ongoing service charges in the event that maintenance or inspection of the Equipment is required as a result of Customer's breach of this subsection. In no event shall SDN be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused or related to tampering with the Equipment.

15. Customer-Provided Facilities. Customer has sole responsibility for installation, testing, and operation of Customer-provided facilities, services, and equipment. The failure of Customer-provided facilities, services, and equipment will not relieve Customer of its obligation to pay for Services under this Agreement; nor is Customer relieved of its obligation to pay for Services from the Due Date, if Customer is not prepared to accept services on such date. SDN shall not be responsible for the operation or maintenance of any Customer-provided facilities, unless specifically agreed to in writing. SDN shall not be responsible for the transmission or reception of communications or signals by Customer-provided facilities or for the quality of, or defects in, such transmission or reception.
16. Notices. Notices shall be in writing and, except where the context otherwise requires, shall be mailed by prepaid U.S. Certified Mail, Return Receipt Requested, addressed to:

South Dakota Network, LLC  
ATTN: CEO  
2900 West 10<sup>th</sup> Street  
Sioux Falls, SD 57104

SWWC Service Cooperative  
ATTN: Executive Director  
1420 E College Drive  
Marshall, MN 56258

or at such other addresses as the respective Parties may from time to time designate in writing. Except where the context otherwise requires, all such notices shall be deemed to have been given on the day received.

17. Debarment. In certain circumstances, the FCC may debar individuals or firms from participating in the E-rate program. Customer reserves the right to cancel this Agreement should SDN be or become debarred during the term of this Agreement. SDN may not subcontract with any other service provider or consultant that has been debarred.
18. Access to Records/Audit. SDN's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Customer and either the Legislature or State Auditor, as authorized by Minnesota Statute 16B.06, subd. 4. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. SDN agrees to maintain such data for a period of 10 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.
19. Nondiscrimination. During the performance of this Agreement, SDN shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, sexual orientation, disability, age, marital status, or public assistance status. SDN will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. SDN shall also comply with any applicable federal or state laws regarding nondiscrimination.
20. Waiver. Any failure of a Party to assert any of its rights under any provision of this Agreement shall not constitute a waiver or termination of such rights.

21. Choice of Law. The Parties agree that the laws of the State of Minnesota shall apply to this Agreement.
22. Assignment. SDN shall not assign the performance of this Agreement or any portion thereof to any other person without prior written consent from Customer. If SDN assigns its obligations without such consent, Customer shall have the right, in its sole discretion, to rescind this Agreement and to declare the same null and void. In such event, SDN understands and agrees that it shall be liable for the cost of Customer to obtain like services from another service provider.
23. Priority. This Agreement incorporates the terms and conditions of the corresponding RFP, minus any agreed upon exceptions listed here.  
-No exceptions are currently in effect.
24. Confidentiality.
- a. To facilitate the conduct of business between the Parties with respect to this Agreement, it may be necessary for the Parties to disclose to each other technical, customer, personnel and/or business information in written, graphic, oral or other tangible or intangible form. Such information may include proprietary material, as well as material subject to and protected by laws regarding privacy, secrecy of communications or trade secrets (“Confidential Information”).
  - b. Confidential Information does not include any information that: (a) is or becomes publicly available without breach of this Agreement, (b) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party, (c) is received from a third party without a duty of confidentiality, or (d) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information provided by the Disclosing Party.
  - c. The Receiving Party may use Confidential Information only to exercise its rights and perform its obligations under this Agreement. Except as expressly provided for in this Agreement, the Receiving Party will not disclose Confidential Information to anyone not covered by this paragraph without the Disclosing Party’s prior written consent. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. Additionally, the Receiving Party will restrict the possession, knowledge, and use of Confidential Information of its employees and contractors who have a need to know Confidential Information in exercising its rights or performing its obligations under this Agreement.
  - d. The Receiving Party may disclose Confidential Information as required by law; provided, however, that the Receiving Party shall (a) when permitted by law, give the Disclosing Party prompt written notice of a disclosure requirement to allow the Disclosing Party to seek a protective order or other appropriate remedy, (b) take reasonable actions and provide reasonable assistance to the Disclosing Party to secure confidential treatment of the Confidential information at the cost of the Disclosing Party, and (c) disclose only such Confidential Information as is required by law.
  - e. All Confidential Information acquired by either Party from the other shall be and shall remain the exclusive property of the Disclosing Party. At the Disclosing Party’s request, the Receiving Party will return promptly to the Disclosing Party or destroy any copies of such Confidential Information that is in written, graphic or other tangible form, and provide to the Disclosing Party a list of all such material destroyed.

- f. The Parties agree that any disclosure of Confidential Information in violation of this Section 18 or any other nondisclosure agreement executed between the Parties will cause irreparable harm and injury to the non-violating Party. That Party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to temporary, preliminary, and permanent injunctive relief enjoining and restraining the violating Party from doing or continuing to do any such act, violations, or threatened violations.
- g. The obligations with respect to Confidential Information shall extend for a period of two (2) years beyond completion of the Term of this Agreement, including any extensions or renewals thereof; provided, however, that customer information and either Party's trade secrets shall remain confidential forever.

25. Network and Data Security.

- a. The security of the Parties' networks and the data transmitted and stored using the Parties' equipment and facilities is the responsibility of both Parties. SDN does not guarantee that it will be able to prevent, detect or mitigate efforts by persons seeking, whether unlawfully, maliciously or for whatever reason, to improperly access (e.g. hack or attack) or otherwise invade and compromise SDN's systems, equipment, facilities, data, and data storage.
- b. SDN's obligation to provide Services is conditioned on Customer not allowing the Services to be used for any unlawful purposes or in violation of applicable law or regulation. SDN may take whatever action is deemed necessary in its sole discretion to protect its network, access to other or third-party networks, and end user customers. Customer is responsible for activities of its end users that are illegal or seek to misuse or compromise SDN's Services or facilities.
- c. Customer is responsible for selection, implementation, and maintenance of security features to protect against unauthorized use. Customer is responsible for protecting all account access authentication and information using whatever measures are commercially and technically available.

26. Independent Contractor. Each Party under this Agreement is acting as an Independent Contractor. No relationship of employer and employee, partnership, or joint venture is created by this Agreement. SDN has the sole obligation to pay any contribution or taxes required by local, state, or federal authorities imposed on or measured by income generated pursuant to this Agreement. Customer shall not be charged with any obligation or responsibility whatsoever for extending any fringe benefits to non-Customer employees. SDN specifically covenants not to file any complaint, charge, or claim with any local, state or federal agency or court in which SDN or any of its employees claim to be or to have been an employee of Customer during the period of time covered by this Agreement and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against Customer on SDN's behalf, SDN will request such agency or court to dismiss such matter.

27. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator is final and may be entered in any court having jurisdiction thereof.

28. Entire Agreement. This Agreement, together with all Exhibits, Notices, Appendices, and any jointly executed written amendments and supplements to this Agreement, constitutes the entire Agreement and the complete understanding between the Parties. No other verbal or written representation of any kind affects the rights or the obligations of the Parties regarding any of the provisions in this Agreement.

# Attachment B Service Pricing

## Site - Lester Prairie Public Schools

All pricing is based on the maximum annual pricing for each service level. Depending on overall capacities selected by all members of the SWWC Wide Area Network Consortium, the actual annual billing for the stated services may be less than listed herein due to economies of scale. Annual estimated costs after E-Rate are based upon a 70% discount rate. TAEA historically reimburses 40% to 50% of eligible annual expenses after the E-Rate discount is applied to E-Rate eligible expenses. E-Rate and TAEA discounts are subject to change without notice and are not controllable by SWWC.

### Wide Area Network Capacities

Bandwidth	Annual cost before E-Rate	Annual estimated cost after E-Rate
100 Mbps	Not Available	Not Available
250 Mbps	Not Available	Not Available
500 Mbps	Not Available	Not Available
800 Mbps	Not Available	Not Available
1.0 Gbps	\$ 18,309.55	\$ 5,492.87
2.0 Gbps	\$ 20,709.55	\$ 6,212.87
5.0 Gbps	\$ 27,909.55	\$ 8,372.87
10.0 Gbps	\$ 38,709.55	\$ 11,612.87
15.0 Gbps	Not Available	Not Available
20.0 Gbps	Not Available	Not Available

### Internet Service Capacities

Total Internet speeds under the terms of this contract will range from 12.0 Gbps to 300 Gbps for the Wide Area Network Consortium as a whole. There are over 100 possible Internet speed scenarios that could be configured to serve the consortium as a whole.

	Annual costs before E-Rate	Annual estimated cost after E-Rate
Minimal site annual charge at 12.0 Gbps:	\$ 1,960.60	\$ 588.18
Maximum site annual charge at 300 Gbps:	\$ 19,605.95	\$ 5,881.79

### Digital Transmission Service Capacities

Total Internet speeds under the terms of this contract will range from 6.0 Gbps to 300 Gbps for the Wide Area Network Consortium as a whole. There are over 100 possible Internet speed scenarios that could be configured to serve the consortium as a whole.

	Annual costs before E-Rate	Annual estimated cost after E-Rate
Minimal site annual charge at 6.0 Gbps:	\$ 534.66	\$ 160.40
Maximum site annual charge at 300 Gbps:	\$ 8,913.57	\$ 2,584.94

### Site Entry-level Maximum Annual Costs

Annual cost scenario for this site using its entry-level WAN capacity stated above. Includes pricing for this site for all WAN related services, excluding Consortium Fees (detailed in section 2.e.iii). This scenario utilizes Consortium connectivity of 12.0 Gbps Internet Services, 6.0 Gbps DTS to Internet2 and the UMN peering point and all related support services including Next Generation Firewall related services. The prices stated are the maximum costs at the lowest capacities for all services and actual charges may be lower.

Annual Costs Before E-Rate Discount:	\$ 23,129.84	
Annual Costs After 70% E-Rate Discount:	\$ 8,566.48	After 40% TAEA Discount: \$ 5,139.89
Annual Cost of Internet Content Filtering:	\$ 146.10	



**TEACHER CONTRACT FOR MINNESOTA  
PUBLIC SCHOOL DISTRICTS**

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, enters into this contract, pursuant to M.S. 125.12 as amended, with Ryan Sinda a legally qualified and licensed teacher who agrees to teach in the public school of said district as a Student Success Coach with assigned duties for the school year 2024 to 2025.

**The following provisions shall apply and are a part of this contract:**

1. **Basic Services:** Said teacher shall faithfully perform the services prescribed by the school board or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the school board and State Board of Education, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the school district as assigned in such grades or subjects for which the teacher has the necessary license.
2. **Duration:** This contract is subject to the provisions of M.S. 125.12 as amended and to all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 125.12.
3. **Duty Year:** The teacher's duty year and vacation days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the school board.
4. **Additional Services;** The school board, or its designated representative, may assign the teacher to extracurricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph one. Said extracurricular, co-curricular or other assignments may be described in paragraph six of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board, or its designated representative, may make any additions or amendments during the duty year as shall be necessary. Said extracurricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's Continuing Contract rights unless the words "continuing contract" are recorded immediately following the assignment.
5. **Reference:** This contract shall be subject to the agreement between the school district and the exclusive representative if any, and the provisions of the Public Employment Labor Relations Act as amended.
6. **Special Provisions:**

In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Additional Service	Additional Compensation
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

7. In consideration thereof, the school board agrees to pay said teacher the following annual salary:

\$ _____ \$68,154.00 _____	For Basic Services (MA+20 Level-22)
\$ _____	For additional services as set forth in paragraph six.
\$ _____ \$68,154.00 _____	Total salary, exclusive of fringe benefits.

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate school board regulation. This contract shall be effective only after it has been authorized by the school board in appropriate action, recorded in its minutes, and executed by the parties. In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.

**THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.**

IN WITNESS THEREOF I have subscribed my signature this 10 day of April, 2024.

Ryan Sinda  
Teacher

IN WITNESS THEREOF we I have subscribed our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
INDEPENDENT SCHOOL DISTRICT NO. 424

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk

WHITE – School Board's Copy  
GREEN – Teacher's Copy (to be returned after school board approval)



**TEACHER CONTRACT FOR MINNESOTA  
PUBLIC SCHOOL DISTRICTS**

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, enters into this contract, pursuant to M.S. 125.12 as amended, with Matt Meyer, a legally qualified and licensed teacher who agrees to teach in the public school of said district as Secondary Industrial Education Teacher with assigned duties for the school year 2024 to 2025.

**The following provisions shall apply and are a part of this contract:**

1. **Basic Services:** Said teacher shall faithfully perform the services prescribed by the school board or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the school board and State Board of Education, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the school district as assigned in such grades or subjects for which the teacher has the necessary license.
2. **Duration:** This contract is subject to the provisions of M.S. 125.12 as amended and to all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 125.12.
3. **Duty Year:** The teacher's duty year and vacation days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the school board.
4. **Additional Services;** The school board, or its designated representative, may assign the teacher to extracurricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph one. Said extracurricular, co-curricular or other assignments may be described in paragraph six of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board, or its designated representative, may make any additions or amendments during the duty year as shall be necessary. Said extracurricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's Continuing Contract rights unless the words "continuing contract" are recorded immediately following the assignment.
5. **Reference:** This contract shall be subject to the agreement between the school district and the exclusive representative if any, and the provisions of the Public Employment Labor Relations Act as amended.
6. **Special Provisions:**

In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Additional Service	Additional Compensation
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____


7. In consideration thereof, the school board agrees to pay said teacher the following annual salary:

\$ 46,841.00 _____	For Basic Services (BA Level -4)
\$ _____	For additional services as set forth in paragraph six.
\$ 46,841.00 _____	Total salary, exclusive of fringe benefits.

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate school board regulation. This contract shall be effective only after it has been authorized by the school board in appropriate action, recorded in its minutes, and executed by the parties. In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.

**THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.**

IN WITNESS THEREOF I have subscribed my signature this 11 day of April, 2024.

  
\_\_\_\_\_  
Teacher

IN WITNESS THEREOF we I have subscribed our signatures this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
INDEPENDENT SCHOOL DISTRICT NO. 424

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk

WHITE – School Board's Copy  
GREEN – Teacher's Copy (to be returned after school board approval)



## LESTER PRAIRIE PUBLIC SCHOOL

School District #424  
131 Hickory Street North  
Lester Prairie, MN 55354  
PHONE (320) 395-2521 FAX (320) 395-4204



**Dr. Melissa Radeke**  
radeke@lp.k12.mn.us  
*Superintendent*

**Mr. Michael Lee**  
lee@lp.k12.mn.us  
*K-12 Principal*

To Whom It May Concern:

I am writing to formally resign from my position as a Social Studies Teacher at Lester Prairie Schools effective the end of my 2023-2024 teacher contract. After much consideration and reflection, I have decided that it is time for me to move on to new opportunities and challenges in my career.

Having served Lester Prairie Schools for the past decade, it is with mixed emotions that I tender my resignation. Being a part of this institution for so many years, and in my hometown no less, has been an incredibly rewarding experience. I am immensely grateful for the unwavering support, trust and friendship I have received from my colleagues, students and the community throughout these years.

Throughout my ten years in Lester Prairie, I have felt nothing but support and respect from administration and the school board. They placed immense professional and personal trust in me to do my job. Some of them even trusted me to educate their children. I can say with complete confidence that without their direction and leadership I would not be the teacher or person I am today.

I want to express my sincere gratitude for the opportunities I have been given and for the countless memories I will cherish forever. It has been an honor to contribute to the growth and development of our students, and to witness the positive impact we have had on their lives.

While I am sad to be leaving, I am excited about the possibilities that lie ahead. I will do everything possible to ensure a smooth transition and to wrap up any outstanding tasks or responsibilities before my departure. Please let me know if there is anything specific that you need from me during this time.

Thank you again for the opportunity to be a part of the Lester Prairie Public Schools community. I will always hold this chapter of my life dear to my heart and wish you and the entire school community continued success and prosperity in the future.

Sincerely,

Ben Machemehl

Dear Administration and School Board,

I am writing to inform you of my resignation from my position as THE 6th grade teacher at Lester Prairie Schools, effective at the conclusion of the 2023-2024 school year. After seven rewarding years here, I have decided to pursue new opportunities in my career.

I am grateful for the support and camaraderie I have experienced during my time at Lester Prairie Schools. Working alongside dedicated colleagues and contributing to the growth of our students has been a privilege. During my time here, I have had the liberty of forming meaningful connections and experiences that have left a lasting impression on my family and me.

Thanks for the opportunity to make a difference in this community. Please accept this letter of resignation.

Sincerely,

Jay Rogotzke

Anne Chapman  
2206 Blake Ave  
Lester Prairie, MN 55354

March 28th, 2024

Dear Mr. Lee,

Please accept this letter as formal notice of my resignation from my position as K-12 ELL Teacher at Lester Prairie Public Schools effective at the end of the 2023-2024 school year.

Thank you for giving me the opportunity to work with the students and staff of LPPS. I have thoroughly enjoyed working here and appreciate everything I have learned over the course of the past year. However, due to family circumstances, it is time for me to move on to another position.

Thank you again for the opportunity, and I wish you and Lester Prairie Schools all the best for the future.

Yours sincerely,

Anne Chapman

April 3, 2024

Mike Lee  
Principal  
Lester Prairie School  
131 Hickory St N.  
Lester Prairie, MN 55354

Dear Mr. Lee,

I am writing to inform you that I am resigning from my position as a Paraprofessional at the conclusion of the 2023-2024 school year. I truly enjoyed my time at Lester Prairie School, and I am grateful for the opportunity to work here. I cannot say enough positive things about the students and the staff members I worked with. Although it is a difficult decision to leave, I am excited to finish my School Counseling degree next school year so I am able to continue working with students and creating positive change in their lives.

I want to thank you again for the opportunity to work at Lester Prairie School. I have deepened my knowledge and passion for working with students, and I will continue to use the skills I learned here in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Tammy Serum", with a long horizontal flourish extending to the right.

Tammy Serum

Dear Mr. Scheevel and School Board,

I am writing to officially put in my resignation from my position as the Girls' Junior Varsity Basketball Coach at Lester Prairie Schools. My time with the team has been incredibly rewarding, but personal circumstances require me to step down from my coaching role at this time.

Over the last two years, I have had the privilege of working with an exceptional group of young athletes. I have nothing but gratitude for the opportunity to coach alongside Coach Walstrom. There have been a lot of moments in the past couple years that have made me very proud of this team. They are in good hands and will be set to have another fun season ahead.

Thanks again for the opportunity,

-Jay Rogotzke

Dear Lester Prairie School Board,

I would like to formally resign from my Special Education teaching position at Lester Prairie schools effective at the end of the 2023-2024 school year. I would like to thank the school board and Lester Prairie school community for the opportunity to work with the wonderful student and staff.

Thank you to the SPED team and paras for being supportive and helpful during my tenure as a SPED teacher. I am committed to ensuring a smooth transition during my remaining time here. I am more than willing to assist in training my replacement and to complete any outstanding tasks or projects to the best of my ability.

Sincerely,

A handwritten signature in cursive script that reads "April Lee". The signature is written in black ink and is positioned above the printed name.

April Lee