

**SWWC Service Cooperative Contracts Summary
2026-27**

South Koochiching Public Schools

Enrollment	203
Contract Renewal	Renewal Cost for 2026-27
Mental Health Services	\$36,750.00; 0.25 FTE
Total Contract Renewal Cost	\$36,750.00

Other Programs and Services Available	Contact for Additional Details
Technology Integration Services	Email Josh Sumption
Technology Coordinator Services	Email Josh Sumption
E-Rate Services	Email Josh Sumption
Cybersecurity Services	Email Josh Sumption
Student Data Privacy Program	Email Josh Sumption
Email Security Services	Email Josh Sumption
Email Archiving Services	Email Josh Sumption
Secured Remote Backup	Email Josh Sumption
Website ADA Accessibility & Usability Support	Email Josh Sumption
ON DEMAND IT Certification Training with Stormwind Studios	Email Josh Sumption
Moodle Hosting Services	Email Josh Sumption
Moodle In Your School	Email Josh Sumption
SWWC Private Cloud Hosting	Email Josh Sumption
STARRS Online Academy	Email Liz Deen
Special Education Administrative Services	Email Melanie Kray
School Nursing Services	Email Amber Bruns

SWWC SERVICE COOPERATIVE
MEMBERSHIP AGREEMENT
2026-27

THIS AGREEMENT, is executed this 2nd day of February, 2026, (the “Execution Date”) by and between SWWC Service Cooperative (hereinafter referred to as “SWWC”), and **South Koochiching School District**, No. 363, located at Northome, Minnesota (hereinafter referred to as the “Member”). The provisions contained herein, along with the addenda and attachments thereto, shall constitute the entire agreement and understanding between the parties.

RECITALS

- A. Pursuant to Minnesota Statute § 123A.21, SWWC was formed to perform planning on a regional basis and to assist in meeting the specific needs of clients in participating school districts, cities, counties, and other governmental agencies that could be better provided by a service cooperative than individually by the members themselves. Minnesota Statute § 123A.21 authorizes SWWC to provide those programs and services which are determined to be priority needs of the particular region pursuant to Minn. Stat. § 123A.21, subd. 7, and to assist in meeting special needs which may arise from the fundamental constraints of SWWC’s members.
- B. Membership in SWWC is not compulsory. Members may subscribe to SWWC programs and services available to all members by payment of a one-time membership fee.
- C. Upon agreement between SWWC and the Member, the Member may subscribe to programs and services beyond those offered to all members (“Additional Services”). If a Member subscribes to Additional Services, the Member shall share in the costs, expenses, debts, and liabilities relating to the Additional Services. The costs of the Additional Services are in addition to the membership fee.
- D. As allowed by law, it shall be within the discretion of SWWC’s Board of Directors to determine what programs and services are included with a Full Membership and/or Associate Membership and which are Additional Services.
- E. The parties hereto desire to establish a relationship in which SWWC will provide programs and services to the Member and in which the Member will remit payment for such programs and services specified herein.
- F. SWWC and the Member seek to assure a thorough understanding of the obligations assumed by each.

AGREEMENT

- 1. **Recitals.** The recitals are hereby incorporated into the terms and conditions of this Agreement and SWWC and the Member are bound by the recitals and all of the terms and conditions of the Agreement.
- 2. **Dues.** The SWWC Board of Directors has determined membership fees (“Dues”) as follows:
 - a. **Full Membership:** Full Membership is open to public school districts, cities, counties, and other governmental agencies as defined in Minnesota Statute § 471.59 and are within SWWC’s region. The Dues for a Full Membership are \$25. The Dues are a one-time payment.
 - b. **Associate Membership:** Associate Membership is open to (a) nonpublic schools, partnership agencies, or nonprofit organizations within SWWC’s region and (b) public and nonpublic schools, cities, counties, partnership agencies, nonprofit organizations, and other governmental agencies as defined in Minnesota Statute § 471.59 outside of SWWC’s region. The Dues for an Associate Membership are \$50. The Dues are a one-time payment.
- 3. **Payment.** The Dues shall be paid before either an entity with a Full Membership or an Associate Membership is entitled to participate in any of the programs and/or services offered by SWWC.
- 4. **Additional Services Fees.** In the event that the Member subscribes to any Additional Services, there shall be additional terms and conditions/addendum that govern SWWC providing the Additional Services which will be attached to this Agreement and the additional terms and conditions/addendum shall be a part of this Agreement as if fully restated herein, shall be considered a part of this Agreement, and the Member agrees to be bound by the additional terms and conditions/addendum. The Member acknowledges, understands, and agrees that Additional Services may be modified, discontinued, and/or terminated at any time at the discretion of SWWC. The cost of such Additional Services may be determined by apportioning the approximate cost of each program and service among the members participating in the Additional Service or may alternatively be determined by a flat fee schedule. The attached Additional Service addenda shall state the manner in which the cost of such Additional Service subscribed to shall be calculated during the Term of this Agreement.
 - a. **Payment.** Unless modified by any addenda attached hereto, all payments due SWWC by Member shall be paid on or before August 15.
 - b. **Calculation of Student Enrollment.** If the attached addenda state that the Additional Service Fees are to be assessed on a per student basis, the student enrollment numbers used shall be those identified by the Minnesota Automated

Reporting Student System (MARSS) as of the October 1 Fall Enrollment from the second prior fiscal year (24-25).

The number of students calculated shall be those enrolled in pre-kindergarten through 12th grade education.

5. **Debts/Liabilities for Additional Services.** All Members (whether having a Full Membership or an Associate Membership) that participate in any Additional Services shall be responsible for their proportionate share of all costs, expenses, debts, and liabilities associated with providing the Additional Services and in the event any of the Additional Services are discontinued for whatever reason, any Member participating in the Additional Services shall be responsible for any costs, expenses, debts, and liabilities associated with the discontinuance of the Additional Services.
6. **Indemnification by Member.** To the fullest extent permitted by law, the Member shall protect, indemnify, defend, save, and hold SWWC and its officers, directors, employees, members, agents, representatives, and their successors and assigns harmless from and against any and all loss, damage, liability, cost, and/or expense (including reasonable attorneys' fees and expenses) which SWWC may incur or suffer as a result of any claim, lawsuit, and/or demand of any kind or nature whatsoever arising out of or in connection with: (a) any act or omission by the Member or any of the Member's officers, directors, employees, members, agents, representatives, and their successors and assigns which breach this Agreement; (b) any claim for any breach of any representation and/or warranty given or purportedly given by the Member or anyone acting on behalf of the Member; (c) any third party claim for personal injury, death, damage, economic loss, property damage, or other damage, caused by or arising out of the use, creation, or production of any products and/or services provided by SWWC caused by or resulting from the negligence and/or acts of a Member or the Member's officers, directors, employees, members, agents, representatives, and/or their successors and assigns; (d) any claim for breach of any representation and/or warranty based upon a defect caused by any act or omission by the Member or the Member's officers, directors, employees, members, agents, representatives, and/or their successors and assigns; or (e) any claim, demand, or liability arising from the employment for engagement by Member of any person or entity.
7. **Term; Automatic Renewal.** Unless modified by addenda attached hereto, SWWC's obligations pursuant to this Agreement and any attached addenda shall commence on July 1, 2026 (the "Effective Date") and shall continue for a period of twelve (12) months (the "Initial Term"). This Agreement and all addenda attached hereto shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member delivers (a) written notice to SWWC of the Member's intent to withdraw from all SWWC services ("Notice of Intent to Withdraw"), or (b) written notice of the Member's intent to reduce its participation in any previously subscribed-to Additional Services ("Notice of Intent to Reduce Additional Services") by March 1 preceding the first day of the next Extended Term as set forth in Subsections 7(a) and 7(b) below (the "Notice Deadline").
 - a. **Notice of Intent to Withdraw.** The Member may deliver to SWWC a written Notice of Intent to Withdraw from membership and all Additional Services by the Notice Deadline. If not delivered, this Agreement shall renew for the next Extended Term and the Member shall be obligated to pay all dues and fees for the next Extended Term. The Member acknowledges and agrees that failure to provide such Notice of Intent to Withdraw on or before the Notice Deadline shall cause the Term of this Membership Agreement and, notwithstanding the receipt of a timely Notice of Intent to Reduce Additional Services from the Member, the Term of all addenda attached hereto to automatically renew for the next Extended Term. The Member further acknowledges and agrees that the Member may not subscribe to any Additional Service unless membership in SWWC is maintained and continued for the full term of any Additional Service. The Member acknowledges and agrees that if the Member subscribes to any Additional Services that extend over a term of greater than twelve (12) months (referred to herein as an "Obligated Term"), the Member shall be prohibited from withdrawing from membership in SWWC or from such subscribed Additional Service until the Obligated Term of the Additional Service has expired.
 - b. **Notice of Intent to Reduce Additional Services.** The Member may deliver to SWWC a written Notice of Intent to Reduce Additional Services by the Notice Deadline. If not so delivered, the Additional Services shall not be reduced, and the Member shall be obligated to pay all fees for subscribed Additional Services for the next Extended Term. Additionally, a timely Notice of Intent to Reduce Additional Services shall be effective only for those services expiring in the twelve (12) month period following the Notice Deadline and shall not have the effect of reducing the Term of any Additional Services to which the Member has subscribed; each Additional Service to which the Member has subscribed will not be subject to reduction or termination until the expiration date of the current Term of such Additional Service.
8. **Termination.** Notwithstanding any provision in this Agreement to the contrary, this Agreement may be terminated prior to the expiration of the Initial Term or any Extended Term pursuant to any of the following provisions:
 - a. **Breach of Agreement.** Either party may terminate this Agreement by delivery of written notice to the other party if the other party breaches any of the terms and conditions of this Agreement; provided, however, if the breach is curable such notice shall not be effective unless and until such breach remains uncured for a period of thirty (30) days after delivery of such notice. If the breach is nonpayment by the Member of monies due to SWWC the cure period shall be ten (10) days, not thirty (30) days.

- b. **Effect of Termination.** Except as specifically set forth herein, no withdrawal or termination of this Agreement by the Member, whether before or after the Effective Date hereof, and whether voluntary or involuntary, shall relieve the Member of its obligation to pay the full amount due hereunder, including any amounts due pursuant to any attached addenda, nor shall such withdrawal or termination, whether before or after the Effective Date hereof, result in or entitle the Member to the return of any monies previously paid to SWWC for any services subscribed to whether or not such services have been provided or delivered. A breach of this Agreement by SWWC shall entitle the Member to reimbursement of a prorated share of any Additional Service that would remain unused if 1/12 of the service fee were used by SWWC during each month of each Term hereof.

9. General Provisions.

- a. **Notices.** Any notice required or permitted to be given under this Agreement shall be deemed to have been duly delivered: (i) when received if delivered by hand; (ii) the same day if delivered by facsimile sent no later than 4:00 pm (receiver's time) on a business day; (iii) the next business day if sent by facsimile on a non-business day or after 4:00 pm (receiver's time) on a business day; (iv) one (1) business day after placement with a reputable overnight carrier for next morning delivery; or (v) four (4) business days after depositing if placed in the U.S. mails for delivery by registered or certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the address set forth on the first page of this Agreement. If either party changes its address or facsimile number, such party shall give written notice to the other party of such different address or facsimile number in the manner set forth above.
- b. **Limitation of Liability.** To the fullest permitted by law, in no event shall SWWC be liable for any special, incidental, exemplary, or consequential damages of any kind (including, but not limited to, damages or costs incurred as a result of loss of time, loss of data, loss of profits or revenue, or loss of use) regardless of the form of action, whether in contract, tort, negligence, strict product liability, or otherwise, even if the Member has been informed and/or advised of the possibility of any such damages in advance.
- c. **Entire Agreement.** In addition to SWWC's Bylaws, this Agreement and the additional terms and conditions/addendum (as applicable) sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not specifically referred to, attached hereto, or contained in this Agreement, with the exception of SWWC's Bylaws.
- d. **Counterparts.** This Agreement and the additional terms and conditions/addendum (as applicable) may be executed in any number of counterparts which, when taken together, shall constitute a single, binding instrument. Electronic signatures shall be binding on the parties.
- e. **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. This Agreement and the additional terms and conditions/addendum (as applicable) may not be amended except upon written agreement of the parties to this Agreement.
- f. **Successors and Assigns.** Neither this Agreement nor any interest in this Agreement may be assigned by the Member without the prior express written approval of SWWC, which may be withheld by SWWC at SWWC's absolute discretion. This Agreement shall be binding upon the successors and permitted assigns of the parties.
- g. **Severability.** If any term of this Agreement or any term of the additional terms and conditions/addendum (as applicable) is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement and the additional terms and conditions/addendum (as applicable), including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
- h. **Waiver.** No waiver of any term or condition of this Agreement or of the additional terms and conditions/addendum (as applicable) shall be valid unless the waiver is in writing and signed by the party giving the waiver. No waiver by any party of any default, misrepresentation, or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence. 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.
- i. **No Third-Party Beneficiaries.** This Agreement and the additional terms and conditions/addendum (other than Section 6 with respect to Indemnification) shall not confer any rights or remedies upon any individual or entity other than the parties hereto and their respective successors and permitted assigns.

10. **Signatures.** The individuals signing below hereby represent and warrant that they:

- a. have the full power and authority to bind their respective party to this Agreement and the additional terms and conditions/addendum (as applicable)
- b. have complied with any and all statutory and all legal requirements to bind their respective party.
- c. agree to be bound by the terms and conditions set out in the membership agreement, along with the addenda, which are effective on the date of the last signature (the "Effective Date"). The parties agree the electronic signatures appearing on this Agreement are the same as hand-written signatures for purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties have executed this Agreement in the manner appropriate to each to be effective the day and year entered on the first page hereof.

SWWC MEMBER

SWWC SERVICE COOPERATIVE

Darrin Strosahl

BY: [Darrin Strosahl \(Apr 24, 2026 11:30:57 CDT\)](#)

Authorized Signature

BY: _____
Authorized Signature

ADDENDUM F
TO MEMBERSHIP AGREEMENT
BEHAVIORAL HEALTH SERVICES
2026-27

South Koochiching School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Subscription.** The Member has chosen to subscribe to SWWC’s Behavioral Health Services (the “Services”). The Services may include Behavior Analytic Services and Mental Health Services.
2. **Term.** SWWC shall provide the Services to the Member from August 15 through June 15 during the Initial Term (as defined below) and shall continue to provide such services from August 15 through June 15 during each Extended Term (as defined below) in which this Addendum is in effect.
3. **Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provision in the Membership Agreement or this Addendum to the contrary, the parties’ obligations regarding the Member’s subscription to Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twelve (12) months (the “Services Initial Term”). The provision of this Addendum shall thereafter automatically and continuously renew from year to year (each, an “Extended Term”) unless the Member provides SWWC with written notice of its intent to discontinue its subscription to any Services (referred to as “Notice of Withdrawal from Direct Service”) on or before March 1 (the “Direct Service Withdrawal Deadline”). If such Notice of Withdrawal from Service is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the fiscal year in which it was delivered. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Services for the next Extended Term.
4. **Payment.** In exchange for SWWC’s agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the “TOTAL ADDENDUM PRICE” set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in four equal installments, one of each which is due on or before August 15, November 15, February 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
5. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. Specialized equipment for student use is not included. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
6. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.
7. The dates and times for the furnishing of the services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
8. SWWC will exercise its best efforts to provide to the Member the services of those professionals specifically contracted for. However, the Member recognizes that the availability of required SWWC personnel may change.
9. All performance reviews of required service personnel shall be conducted by a SWWC administrator and shall be in accordance with the policies and procedures established by SWWC.
10. **Services.** The Member hereby agrees to subscribe to those services indicated below:

SERVICES	PACKAGE	TOTAL PRICE
Behavior Analytic Services		\$0.00
Mental Health Services	.25 FTE	\$36,750.00
School Nurse Services		\$0.00
TOTAL ADDENDUM PRICE		\$36,750.00