

SCHOOL DPSA

DATA PROCESSING AND SERVICES AGREEMENT

This Data Processing and Services Agreement ("Agreement") dated the last date affixed to the signatures herein ("Effective Date"), is entered into by and between the **Ashwaubenon School District**, a Wisconsin public school district as defined by Wis. Stat. § 115.01(3), located in Ashwaubenon, Wisconsin; the **De Pere School District**, a Wisconsin public school district as defined by Wis. Stat. § 115.01(3), located in De Pere, Wisconsin; the **Denmark School District**, a Wisconsin public school district as defined by Wis. Stat. § 115.01(3), located in Denmark, Wisconsin; the **Green Bay Area Public School District**, a Wisconsin public school district as defined by Wis. Stat. § 115.01(3), located in Green Bay, Wisconsin; the **Howard-Suamico School District**, a Wisconsin public school district as defined by Wis. Stat. § 115.01(3), located in Green Bay, Wisconsin; the **Pulaski Community School District**, a Wisconsin public school district as defined by Wis. Stat. § 115.01(3), located in Pulaski, Wisconsin; the **School District of West De Pere**, a Wisconsin public school district as defined by Wis. Stat. § 115.01(3), located in De Pere, Wisconsin; the **Wrightstown Community School District**, a Wisconsin public school district as defined by Wis. Stat. § 115.01(3), located in Wrightstown, Wisconsin; **Achieve Brown County, Inc.** ("ABC"), a non-profit organization located at 2701 Larsen Road, #136, Green Bay, Wisconsin; and **Brown County United Way, Inc.** ("United Way"), a Wisconsin non-stock corporation located at 112 North Adams Street, Suite 201, Green Bay, Wisconsin (Ashwaubenon School District, De Pere School District, Denmark School District, Green Bay Area Public School District, Howard-Suamico School District, Pulaski Community School District, School District of West De Pere and Wrightstown Community School District referred to jointly as the "Districts"; ABC and United Way referred to jointly as the "Owners"). The Districts, ABC and United Way each a "Party" and collectively the "Parties."

WHEREAS, the Districts wish to contribute to the improvement of population health and wellness and academic achievement in Brown County, Wisconsin (the "Community") and are interested in collaborating to do so, with a focus on the health and academic achievement of children ages 3 years old to 21 years old; and

WHEREAS, studying certain population trends will facilitate and further the goal of improving health and wellness and academic achievement in the Community and the Community would benefit from being able to use these trends for the purpose of quality assessment and enhancing population-based activities related to improving health or increasing academic achievement; and

WHEREAS, the Districts may possess data that would facilitate the study of these trends; and

WHEREAS, the Districts may require assistance in performing data analysis to identify these trends across the Community integrated with Community services; and

WHEREAS, ABC and United Way are co-owners of a Community Information System that has the capabilities to house the data for Community improvement purposes; and

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WHEREAS, the Parties desire to work together to identify trends across the Community with the goal of improving health and wellness and academic achievement subject to the terms and conditions set forth below,

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions of this Agreement, and other valuable consideration, the receipts and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

- 1.1. Aggregate Data. Summary statistics of Program Data that may have been combined with other data located in the Community Information System for the purpose of analysis or measurement.
- 1.2. Breach of Confidentiality. An unauthorized disclosure of Program Data inconsistent with the terms and conditions set forth herein.
- 1.3. Breach of Privacy. An intrusion on the Program Data subject through the public disclosure of the subject's data inconsistent with the terms and conditions set forth herein.
- 1.4. Confidential Information. Information related to the Parties' business, systems, networks, clients, customers, employees, representatives or agents that the Parties keep and reasonably consider to be confidential or proprietary.
- 1.5. Community Information System ("CIS").
 - 1.5.1. United Way entered into a Service Agreement with SysLogic, Inc. ("SysLogic") on May 1, 2014, wherein SysLogic created for United Way a software program called the CIS.
 - 1.5.2. ABC became a co-owner of the CIS with United Way on July 22, 2016.
 - 1.5.3. The purpose of the CIS is to provide a secure forum to which Data Partners can submit personal and Confidential Information regarding their specific clients and services.
 - 1.5.4. The CIS creates and stores conformed identifiers for unique individuals allowing for the combination of Program Data received from multiple Data Partners for the same individual.
- 1.6. CIS Extract. A subset of CIS Data that is created for sharing with an external party under the authorization of the CIS Manager.
- 1.7. CIS Manager. The project lead designated by the Owners to manage the daily operations of the CIS.
- 1.8. Data Batch. Program Data submitted via secure file transfer to CIS by a Data Partner.

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- 1.9. Data Partners. Organizations, businesses or public entities that have provided information to the CIS.
- 1.10. Data Transfer Review. The review of Program Data by the CIS Manager for quality assurance purposes.
- 1.11. Directory Data. Those Pupil Records as defined by Data Partners' policies that may include the student's name, address, telephone listing, date of birth, major field of study, participation in officially recognized activities and sports, weights and heights of athletic team members, dates of attendance, photographs, degrees and awards received and the name of the school most recently previously attended by the student. The Data Partner shall retain the sole authority to determine what directory data records to provide to the Owners to be incorporated in the CIS consistent with Data Partner's policy and rule, Wis. Stat. § 118.125 and the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. Part 99.
- 1.12. Education Record. Education record shall have the same meaning as set forth in FERPA, 34 C.F.R. § 99.3.
- 1.13. FERPA. Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99.
- 1.14. Fiscal Year. The Fiscal year applicable to this Agreement shall be July 1 to June 30.
- 1.15. NSLA. National School Lunch Act
- 1.16. Personally Identifiable Information ("PII"). PII shall have the same meaning as set forth in FERPA, 34 C.F.R. § 99.3.
- 1.17. Principal Investigator. The individual with the primary responsibility for planning and/or conducting a research project. This person may be an agent or employee of one of the Parties or a third party.
- 1.18. Program Data. Data provided by the Districts to be stored in the CIS.
- 1.19. Protected Student Information. Education Records and/or Pupil Records submitted by the Districts.
- 1.20. Pupil Record. Pupil Record Shall have the same meaning as set forth in Wisconsin's Pupil Records Law, Wis. Stat. § 118.125(1)(d).
- 1.21. Quality Assurance. The process of ensuring the agreed upon Program Data were transferred to CIS and included all specified data elements and reasonable values.
- 1.22. Review Preparatory to Research. Review Preparatory to Research is the use or disclosure of Program Data as necessary to prepare a Research Protocol or for similar purposes preparatory to research. Under such circumstances the following apply: (1) the Program Data shall not be removed from the CIS in the course of review; (2) the Program Data for which use or access is requested is necessary for

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the research; and (3) Program Data accessed under this process are not stored or archived outside of the CIS. The Review Preparatory to Research is conducted only to identify the population number and sample number available for the study; it is not to be thought of as the start of the formal research data collection or analysis process.

- 1.23. Research Protocol. A plan for analyzing and/or summarizing a defined set of CIS Extract data to answer a specified set of research questions.
- 1.24. Services. The Owners' secure storage of Education Records or Pupil Records and reports supplied by the Districts.

2. SERVICES AND PROGRAM DATA

2.1. Services. The Owners shall provide the Services free of charge.

2.2. Access to Program Data.

- 2.2.1. Submission of Program Data. The Districts or the Department of Public Instruction (DPI) on behalf of the Districts may submit Program Data in a Data Batch to CIS in a standardized and secure format agreed to by the Parties. The first submission may be provided upon execution of this Agreement and may continue thereafter on the agreed-upon schedule. The Districts acknowledge that Program Data may contain PII. The Districts or DPI on behalf of the Districts shall assure that the submission of the Data Batch is compliant with all applicable laws including, but not limited to, legal parameters regarding the security of the transmission as further defined elsewhere in this Agreement. To the extent DPI determines data cannot be provided, the Districts are relieved of any obligation to provide such data.
- 2.2.2. Receipt and Processing of Program Data. Upon receiving access to the Data Batch, the Owners shall determine if it is necessary to scrub the Data Batch for duplicates or other errors prior to incorporating the Data Batch into CIS. The Owners shall establish and make available to the Districts or DPI on behalf of the Districts a secure, electronic data transfer process through which the Data Batch is submitted to the Owners. The secure, electronic data transfer shall, at all times, comply with all privacy and security requirements under FERPA, 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. Part 99; Wis. Stat. § 118.125; and the National School Lunch Act (NSLA), 42 U.S.C. § 1751, *et seq.* Prior to uploading the file, the Owners shall assign each District or DPI on behalf of the Districts a unique and secure login credential that allows for the transmission of the Data Batch to a file directory assigned only to each District and accessible only to each District or to DPI on behalf of the Districts.
- 2.2.3. No Copies. The Owners may receive or download each Data Batch only one time unless the initial transmission was unsuccessful, or the integrity of the Data Batch is compromised before the Owners were able to process it. The Owners shall not, without the Data Partners' prior written consent: (a) make any copies, reproductions or backups of the Program Data in any form, format or media

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except as necessary to provide the Services; or (b) permit a copy of Program Data to be removed from the Owners' facility or database.

- 2.2.4. Once the Owners have stored and secured the Program Data, there shall no longer be a need to retain the Program Data file submitted by the Districts or DPI on behalf of the Districts. The files received must be destroyed no less than 48 hours after the storage and security of the Program Data in the CIS. Any media or hardware on which the Program Data resided must be wiped, erased or otherwise cleared to ensure that the Program Data may not be recovered by any means, if feasible. The Owners shall provide written verification of the destruction of such data to the Districts within 24 hours of such action.

2.3. Protection and Processing of Program Data.

- 2.3.1. The Owners shall employ safeguards as necessary to ensure that Program Data is only accessible to or accessed by: (a) the CIS Manager who has been appropriately trained in the handling of Confidential Information and has demonstrated proof of completing human subject protection training; or (b) subcontractors that have been approved as provided herein and that have agreed to the same conditions and restrictions on the handling of Program Data as set forth in this Agreement.
- 2.3.2. In performing the Service as a secure storage system, the Owners shall not perform data analysis of the information without a separate Data Use Agreement.
- 2.3.3. The Owners shall provide the secure storage service in the form and format reasonably requested by the Districts. The Owners shall ensure that in no event will such release of data ever contain or constitute PII.

3. PERMITTED USES AND RESTRICTIONS

- 3.1. Permitted Use. Program Data provided to CIS shall not be used by the Owners for any other purposes than those provided by this Agreement and shall not be disseminated to any third party without written consent of each of the Districts.
- 3.2. Access to Program Data. As a condition to participating in this Agreement, each District agrees that it shall: (a) not request or attempt to access the Program Data submitted by another Data Partner; and (b) upon any receipt of another Data Partner's Program Data, immediately notify the Parties and the other Data Partner whose Program Data it received and destroy all copies of the Program Data, including electronic copies.

3.3. Data Transfer Review.

- 3.3.1. A Data Transfer Review may be conducted by the CIS Manager.
- 3.3.2. A Data Transfer Review may include but is not limited to the following:
- 3.3.2.1. Identify if the agreed upon Program Data were transferred;
 - 3.3.2.2. Identify if the Program Data included all specified data elements;

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3.3.2.3. Identify if the data elements hold valid and reasonable values.

3.3.3. A written confirmation on the results of the Data Transfer Review shall be sent to the Districts no later than fifteen (15) days following the completion of the Data Transfer Review.

3.3.4. The Data Transfer Review might require the CIS Manager to view PII. The CIS Manager shall not disclose any PII viewed.

3.4. Review Preparatory to Research.

3.4.1. When a Party or a third party would like to determine the feasibility of a potential research project, the CIS Manager may perform a Review Preparatory to Research on behalf of the Principal Investigator.

3.4.2. In conducting a Review Preparatory to Research, analysis of the de-identified Program Data will be used solely as needed to prepare Research Protocol or for similar purposes preparatory to research. Access to de-identified Program Data must be necessary to develop the protocol. The de-identified Program Data will not be reused or re-disclosed for another purpose or leave the Owners' organizations.

3.4.3. Following the CIS Manager's completion of the Review Preparatory to Research, the results of the Review Preparatory to Research will be shared with the Districts for a review period of ten (10) business days. Any concerns or modifications to the results must be submitted electronically to the CIS Manager within the ten (10) business-day review period. Any revisions by the CIS Manager will be subject to a five (5)-business day review period by the Data Partner. After comment and revision the results will be considered authorized for sharing with the Principal Investigator.

3.5. Data Extracts for Research Purposes.

3.5.1. When a Principal Investigator from a Party or a third party would like to use a subset of the Program Data for a research project, they must contact the CIS Manager and request a Data Extract.

3.5.2. The CIS Manager will follow the existing CIS research policy for processing the request. They will verify that a valid executed Data Use Agreement exists for each of the Data Partners that will be contributing their Program Data to the Data Extract, and that the Data Use Agreement(s) include a Research Protocol.

3.5.3. Upon verification, the CIS Manager or the technical provider under the authorization of the CIS Manager, has the authority to create the requested Data Extract and deliver it through secure data transfer protocol to the requesting Principal Investigator.

3.6. Reports. All reports containing Program Data generated as a result of this Agreement shall be confidential and shall not be released without the consent of the applicable District unless required by law.

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3.7. Intellectual Property.

- 3.7.1. Publication and Use. Copies of all data, manuscripts, presentations, reports and similar type documents shall be submitted to the Districts prior to publication and use. The Districts reserve the right to review all data included in any manuscript, presentation, report and similar type document as well as how the respective District is listed; to determine the manner in which the population mentioned is identifiable; and to require changes to wording, text, pictures, etc. No data, manuscript, presentation, report or similar type document shall be published, shared or used subsequent to the objection of a District. Districts will have a review period of ten (10) business days. Any concerns or modifications to the publication must be submitted electronically to the Principal Investigator within the ten (10) business-day review period. Any revisions by the Principal Investigator will be subject to a five (5)-business day review period by the District. After comment and revision the results will be considered authorized for publication.
- 3.7.2. Ownership of Data. The Program Data covered by this Agreement is the intellectual property of the Districts or of DPI on behalf of the Districts. The Program Data is being loaned to the Owners and remains the sole property of the Districts or of DPI on behalf of the Districts and shall remain the property of the Districts or of DPI on behalf of the Districts. The Owners shall have no rights or interest in any Program Data or Aggregate Data.
- 3.7.3. Copyright. The Districts reserve copyright in all written and electronic materials developed by the respective District or respective District employees as part of their employment with the District. The Districts' materials may not be copied or otherwise reproduced without the express written permission of the respective District. The Owners share copyright on all written and electronic materials delivered and developed by the Owners pursuant to this Agreement with the Districts.
- 3.7.4. Trademark and Trade Name. This Agreement does not give the Owners any ownership rights or interest in the Districts' trade names or trademarks. This Agreement does not give the Districts any ownership rights or interest in the Owners' trade names or trademarks.
- 3.7.5. Use of Name. United Way and ABC shall obtain the Districts' consent prior to using Districts' name or data in any report or publication.

4. **PRIVACY AND SECURITY OF PROTECTED STUDENT INFORMATION**

- 4.1. Indemnification and Hold Harmless. In the event that the Owners use or disclose Program Data other than as authorized by this Agreement, they agree to indemnify, defend and hold harmless the Districts from any claim, suit, demand, action, liability, damage, loss, costs or expenses, including reasonable attorney's fees, occasioned by the improper use or disclosure of such Program Data. The indemnification provided for in this section shall expressly survive termination of this Agreement. Nothing herein shall be construed as a waiver by the Districts of any statutory or common law liability immunities or damages caps to which the Districts are entitled as public entities.

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4.2. Minimum Necessary. The Owners may request, and the Districts or DPI on behalf of the Districts have the right to disclose, only the minimum amount of Program Data as is necessary for the Owners to perform the Services under this Agreement.

4.3. Policies, Procedures and Safeguards for Protected Student Information.

4.3.1. The Owners shall maintain policies, procedures and safeguards relating to the privacy and security of Protected Student Information that are at least as stringent as those required by FERPA, Wis. Stat. § 118.125 and the NSLA.

4.3.2. The Owners shall encrypt Program Data at rest and in motion as necessary in a manner that meets or exceeds the requirements set forth on: (a) the U.S. Department of Health and Human Services' Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals, 74 C.F.R. § 19006 (April 27, 2009) ("Secured PHI Guidance"), or any superseding guidance or regulations; and (b) any subsequent or superseding guidance from the National Institute of Standards and Technology that is referred to in the Secured PHI Guidance.

4.3.3. Except as otherwise permitted herein, the Owners shall implement appropriate policies, procedures and safeguards to: (a) prevent Program Data from being downloaded to or accessed by any portable devices (including, but not limited to, external hard drives, USB flash drives and compact discs); and (b) prevent Program Data from being downloaded or accessed off site.

4.3.4. Subcontractors. The Owners shall abide by the following terms regarding subcontractors: (a) requiring the Districts' prior written approval before the Owners may utilize any subcontractor to assist in the performance of a data analysis and/or data preparation service, other than SysLogic and OTAVA; (b) prohibiting the Owners, without prior written approval of the Districts, from utilizing any workforce member or subcontractor to assist in the performance of Services; and (c) requiring the Owners, as a condition of any written approval by the Districts to utilize a specific subcontractor, to prohibit such subcontractor from transmitting, disclosing or providing PII to any workforce member or subcontractor outside of the United States without the prior written approval of the Districts.

5. OTHER CONFIDENTIAL INFORMATION

5.1. Protection of Confidential Information. Except as otherwise provided herein, the Owners shall not, at any time during the term of this Agreement or thereafter, communicate, use or disclose to any third party, including without limitation any clients or customers of the Data Partners, any Confidential Information (other than Protected Student Information, which is protected by Section 4). The Owners shall protect the confidential nature of the Confidential Information using methods and processes reasonably designed to prevent the unauthorized disclosure or use of any Confidential Information by any ABC or United Way employee or personnel or any other third party.

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- 5.2. Responsibility for Personnel. The Parties may disclose the Confidential Information (in whole or in part) only to those of its employees who need such Confidential Information in order to perform the Services, but only after each such employee has been informed of the confidential nature of the Confidential Information and directed to treat such material confidentially in accordance with the terms of this Agreement. The Parties agree to be responsible for any breach of this Agreement by the Parties or any of its employees or its personnel.
- 5.3. Requests and Demands for Access to Confidential Information. In the event that the Owners are requested or required by government order, judicial process or similar means to disclose any Confidential Information, the Owners shall provide prompt written notice to the Districts, in seeking to limit such disclosure and in seeking an appropriate protective order and confidential treatment.
- 5.4. Third Party Data. The Owners represent and warrant that they have lawful access to any third party data and other information necessary to complete the secure storage Services.

6. TERM AND TERMINATION

- 6.1. Term. The initial term of this Agreement shall begin on the Effective Date and continue until June 30, 2021 ("Initial Term"). Unless earlier terminated, this Agreement shall automatically renew for the Fiscal Year as identified herein for successive one-year terms ("Renewal Terms"; the Initial Term and Renewal Terms are collectively the "Term").
- 6.2. Reservation of Rights. Regardless of any other provision in this Agreement, each District reserves all rights and authority granted to it under Chapter 120 of the Wisconsin Statutes, as amended, together with all rights available under law.
- 6.3. Termination for Change in Ownership. The Parties agree that should ownership of the CIS change in any way at any time during the Term of this Agreement, this Agreement shall terminate immediately, except the duties and obligations of Paragraphs 4.1 and 6.6 shall apply and survive. Each District, in its sole discretion, reserves the right to enter into a new Data Processing and Service Agreement with the remaining or any new Owner(s) of the CIS.
- 6.4. Termination without Cause. Any Party may terminate this Agreement without cause upon thirty (30) days' written notice to the other Parties or in the event the participation of any of the Districts under this Agreement be restrained or restricted by any applicable legislative, regulatory or judicial action.
- 6.5. Termination for Cause. In the event of a material breach of this Agreement by any Party, the non-breaching Party shall give written notice thereof to the Party in breach. If such a breach is not cured within ten (10) days after receipt of notice of breach, the non-breaching Party may upon written notice to the breaching Party terminate this Agreement, in addition to any other remedies the non-breaching Party may have.
- 6.6. Effect of and Obligations upon Termination.

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6.6.1. Upon termination of this Agreement the Owners shall promptly return or destroy the Program Data of the Data Partner within 10 days after receipt of notice of the termination. If the Data Partner agrees that it is infeasible to return or destroy the relevant Program Data, then the Parties shall extend the protections of this Agreement to such Program Data until it is able to return or destroy such Program Data. Any additional expense or resources required to accomplish such retrieval or destruction shall be the responsibility of the Owners.

6.6.2. Section 6.6.1 shall apply only to those contractual relationships being terminated (i.e., the Owners are not required to return or destroy the Program Data of non-terminating Data Partners).

7. REPRESENTATIONS AND WARRANTIES

The Owners represent and warrant that: (a) they will perform their obligations in a professional manner in accordance with industry standards and in full compliance with all laws, rules and regulations applicable to its performance; (b) they shall have implemented appropriate operational, technical and organizational measures to protect the Program Data and Aggregate Data against accidental or unlawful destruction, alteration, unauthorized disclosure, access or use; (c) they shall not violate any third party intellectual property rights; (d) they shall not use any data except solely to the extent necessary to perform the Services; (e) they shall comply with all applicable laws and regulations; (f) they are corporations duly organized, validly existing and in good standing under the laws of Wisconsin; (g) neither the execution, performance nor delivery of this Agreement or the Services constitute a violation or default under or conflicts with: (i) any items of the articles of incorporation, bylaws or other organization documents of such Party; or (ii) any order, judgment or decree of any court or governmental body.

8. AUDIT

At any time during the performance of the Services, the Term of this Agreement, and for any time during the Parties' regular business hours, the Data Partner or designated representatives may, with forty-eight (48) hours prior written notice (exclusive of weekends and holidays), audit the Owners' operations, books, records and files as necessary to confirm compliance with this Agreement. The right to audit records in the custody of the Owners is limited to those records provided by that particular Data Partner. No Data Partner has the right to review data provided by another Data Partner. For a period of three (3) years following expiration of this Agreement, Data Partner will have the right to inspect records in the custody of the Owners but only after stating a specific and good faith reason for such request. This request will be made two (2) weeks in advance of such requested audit.

9. INSURANCE

The Owners shall each maintain an insurance policy providing commercial general liability insurance coverage on an occurrence basis in the minimum amounts of One million dollars (\$1,000,000) per occurrence and Two million dollars (\$2,000,000) annual aggregate of all claims for the duration of the Agreement.

10. MISCELLANEOUS

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- 10.1. Entire Agreement. This Agreement, along with any Exhibits, contains the entire Agreement of the Parties with respect to any Services, Program Data and Aggregate Data disclosed under this Agreement.
- 10.2. Amendment and Addition of Any Parties. No modification of this Agreement or waiver of the terms and conditions hereof shall be binding upon a Party unless approved in writing by all of the Parties. No party may be added to this Agreement without the prior written consent of all of the Parties.
- 10.3. Non-Waiver. The Parties understand and agree that no failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
- 10.4. Non-Discrimination. During the term of this Agreement, the Owners and Districts shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status or any other protected classification under federal or Wisconsin law.
- 10.5. Notices. Any notice required or permitted to be given by the terms of this Agreement or under any applicable law by any Party shall be in writing and shall be either hand delivered or sent by certified or registered mail, postage prepaid and return receipt requested. Such written notices shall be addressed as follows:

As to Ashwaubenon School District:	Ashwaubenon School District Attn: Superintendent 1055 Griffiths Lane Green Bay, WI, 54304-5599
As to De Pere School District:	De Pere School District Attn: Superintendent 1700 Chicago Street De Pere, WI, 54115
As to Denmark School District:	Denmark School District Attn: Superintendent 450 N Wall Street Denmark, WI, 54208-9416
As to Green Bay Area Public School District:	Green Bay Area Public School District Attn: Superintendent PO Box 23387 Green Bay, WI, 54305-3387
As to Howard-Suamico School District:	Howard-Suamico School District Attn: Superintendent 2706 Lineville Road Green Bay, WI, 54313-7151

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As to Pulaski Community School District: Pulaski Community School District
Attn: Superintendent
PO Box 36
Pulaski, WI, 54162-0036

As to School District of West De Pere: School District of West De Pere
Attn: Superintendent
400 Reid Street Sulte W
De Pere, WI, 54115

As to Wrightstown Community School District: Wrightstown Community School District
Attn: Superintendent
PO Box 128
Wrightstown, WI, 54180-0128

As to ABC: Achieve Brown County
Attn: Executive Director
2701 Larsen Road, #136
Green Bay, WI 54303

As to United Way: Brown County United Way
Attn: President/CEO
112 North Adams Street, Ste. 201
Green Bay, WI 54301

Any Party may, by subsequent written notice, designate a different address or Party for receiving notice. Notice shall be deemed to have been given when hand delivered or two (2) days after being deposited in the U.S. certified or registered mail, properly addressed and with the full first-class postage affixed.

- 10.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and all disputes, claims or controversies arising under this Agreement or the negotiations, validity or performance hereof for the transaction contemplated herein shall be construed under and governed by the laws of the State of Wisconsin without giving effect to conflicts of law principles which would result in the application of the laws of any other jurisdiction. Proper venue for any actions arising out of the breach of this Agreement shall be in Circuit Court, Brown County, State of Wisconsin.
- 10.7. Assignment. The Owners shall not assign this Agreement in whole or in part without the prior written consent of all Parties. The Parties may not assign this Agreement in whole or in part without obtaining prior written consent from all Parties.
- 10.8. Third Party Rights. Nothing in this Agreement shall be construed as creating or giving rise to any rights to any third parties or any persons other than the Parties hereto.
- 10.9. Construction of Headings. The captions or headings of the Agreement are for convenience only and in no way affect the construction or effect of any of the terms hereof.

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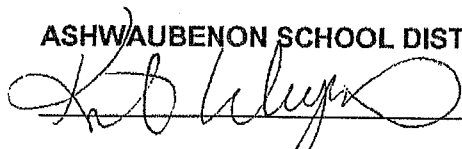
- 10.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together constitute one and the same instrument.
- 10.11. Severability. If any portion of this Agreement is to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of this Agreement shall remain in effect.
- 10.12. Binding Effect. The Districts and the Owners represent and warrant that they have carefully reviewed and fully understand this Agreement, including any Exhibits. This Agreement shall be binding upon and shall inure to the benefit of the Districts and the Owners and upon their respective heirs, successors, executors, administrators, personal representatives and permitted successors and assigns.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers on the date(s) set forth below:

ASHWAUBENON SCHOOL DISTRICT



Kurt Weyers, Superintendent

Date: 7/6/2020

HOWARD-SUAMICO SCHOOL DISTRICT

Damian LaCroix, Superintendent

Date: _____

DE PERE SCHOOL DISTRICT

Ben Villarruel, Superintendent

Date: _____

PULASKI COMMUNITY SCHOOL DISTRICT

Tony Klaubauf, Superintendent

Date: _____

DENMARK SCHOOL DISTRICT

Luke Goral, Superintendent

Date: _____

SCHOOL DISTRICT OF WEST DE PERE

Dennis Krueger, Superintendent

Date: _____

GREEN BAY AREA PUBLIC SCHOOL DISTRICT

Michelle Langenfeld, Superintendent

Date: _____

WRIGHTSTOWN COMMUNITY SCHOOL DISTRICT

Carla Buboltz, Superintendent

Date: _____

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers on the date(s) set forth below:

ASHWAUBENON SCHOOL DISTRICT

HOWARD-SUAMICO SCHOOL DISTRICT

Kurt Weyers, Superintendent

Damian LaCroix, Superintendent

Date: _____

Date: _____

DE PERE SCHOOL DISTRICT

PULASKI COMMUNITY SCHOOL DISTRICT

Ben Villarruel, Superintendent

Tony Klaubauf, Superintendent

Date: _____

Date: _____

DENMARK SCHOOL DISTRICT

SCHOOL DISTRICT OF WEST DE PERE



Luke Goral, Superintendent

Dennis Krueger, Superintendent

Date: 7/23/20

Date: _____

**GREEN BAY AREA PUBLIC SCHOOL
DISTRICT**

**WRIGHTSTOWN COMMUNITY SCHOOL
DISTRICT**

Michelle Langenfeld, Superintendent

Carla Buboltz, Superintendent

Date: _____

Date: _____

SCHOOL DPSA

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers on the date(s) set forth below:

ASHWAUBENON SCHOOL DISTRICT

Kurt Weyers, Superintendent
Date: _____

HOWARD-SUAMICO SCHOOL DISTRICT

Damian LaCroix, Superintendent
Date: _____

DE PERE SCHOOL DISTRICT

Ben Villarruel, Superintendent
Date: _____

PULASKI COMMUNITY SCHOOL DISTRICT

Tony Klaubauf, Superintendent
Date: _____


DENMARK SCHOOL DISTRICT

Luke Goral, Superintendent
Date: _____

SCHOOL DISTRICT OF WEST DE PERE

Dennis Krueger, Superintendent
Date: _____

**GREEN BAY AREA PUBLIC SCHOOL
DISTRICT**



Michelle Langenfeld, Superintendent
Date: June 25, 2020

**WRIGHTSTOWN COMMUNITY SCHOOL
DISTRICT**

Carla Buboltz, Superintendent
Date: _____


SCHOOL DPSA

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers on the date(s) set forth below:

ASHWAUBENON SCHOOL DISTRICT

HOWARD-SUAMICO SCHOOL DISTRICT

Kurt Weyers, Superintendent



Damian LaCroix, Superintendent

Date: _____

Date: 7-28-2020

DE PERE SCHOOL DISTRICT

PULASKI COMMUNITY SCHOOL DISTRICT

Ben Villarruel, Superintendent

Tony Klaubauf, Superintendent

Date: _____

Date: _____

DENMARK SCHOOL DISTRICT

SCHOOL DISTRICT OF WEST DE PERE

Luke Goral, Superintendent

Dennis Krueger, Superintendent

Date: _____

Date: _____

**GREEN BAY AREA PUBLIC SCHOOL
DISTRICT**

**WRIGHTSTOWN COMMUNITY SCHOOL
DISTRICT**

Michelle Langenfeld, Superintendent

Carla Buboltz, Superintendent

Date: _____

Date: _____

SCHOOL DPSA

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers on the date(s) set forth below:

ASHWAUBENON SCHOOL DISTRICT

Kurt Weyers, Superintendent

Date: _____

HOWARD-SUAMICO SCHOOL DISTRICT

Damian LaCroix, Superintendent

Date: _____

DE PERE SCHOOL DISTRICT

Ben Villarruel, Superintendent

Date: _____

PULASKI COMMUNITY SCHOOL DISTRICT

Allison K. Spore

Tony Klaubaum, Superintendent
Allison Spore

Date: 7-8-2020

DENMARK SCHOOL DISTRICT

Luke Goral, Superintendent

Date: _____

SCHOOL DISTRICT OF WEST DE PERE

Dennis Krueger, Superintendent

Date: _____

GREEN BAY AREA PUBLIC SCHOOL DISTRICT

Michelle Langenfeld, Superintendent

Date: _____

WRIGHTSTOWN COMMUNITY SCHOOL DISTRICT

Carla Buboltz, Superintendent

Date: _____

SCHOOL DPSA

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers on the date(s) set forth below:

ASHWAUBENON SCHOOL DISTRICT

HOWARD-SUAMICO SCHOOL DISTRICT

Kurt Weyers, Superintendent

Damian LaCroix, Superintendent

Date: _____

Date: _____

DE PERE SCHOOL DISTRICT

PULASKI COMMUNITY SCHOOL DISTRICT

Ben Villarruel, Superintendent

Tony Klaubauf, Superintendent

Date: _____

Date: _____

DENMARK SCHOOL DISTRICT

SCHOOL DISTRICT OF WEST DE PERE

Luke Goral, Superintendent


Dennis Krueger, Superintendent

Date: _____

Date: 7/8/2020

**GREEN BAY AREA PUBLIC SCHOOL
DISTRICT**

**WRIGHTSTOWN COMMUNITY SCHOOL
DISTRICT**

Michelle Langenfeld, Superintendent

Carla Buboltz, Superintendent

Date: _____

Date: _____

SCHOOL DPSA

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers on the date(s) set forth below:

ASHWAUBENON SCHOOL DISTRICT

Kurt Weyers, Superintendent

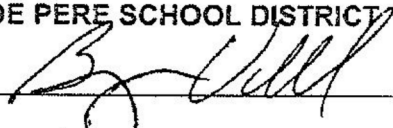
Date: _____

HOWARD-SUAMICO SCHOOL DISTRICT

Damian LaCroix, Superintendent

Date: _____

DE PERE SCHOOL DISTRICT



Ben Villanuel, Superintendent

Date: 6/24/2020

PULASKI COMMUNITY SCHOOL DISTRICT

Tony Klaubauf, Superintendent

Date: _____

DENMARK SCHOOL DISTRICT

Luke Goral, Superintendent

Date: _____

SCHOOL DISTRICT OF WEST DE PERE

Dennis Krueger, Superintendent

Date: _____

GREEN BAY AREA PUBLIC SCHOOL DISTRICT

Michelle Langenfeld, Superintendent

Date: _____

WRIGHTSTOWN COMMUNITY SCHOOL DISTRICT

Carla Buboltz, Superintendent

Date: _____

SCHOOL DPSA

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers on the date(s) set forth below:

ASHWAUBENON SCHOOL DISTRICT

HOWARD-SUAMICO SCHOOL DISTRICT

Kurt Weyers, Superintendent

Damian LaCroix, Superintendent

Date: _____

Date: _____

DE PERE SCHOOL DISTRICT

PULASKI COMMUNITY SCHOOL DISTRICT

Ben Villarruel, Superintendent

Tony Klaubauf, Superintendent

Date: _____

Date: _____

DENMARK SCHOOL DISTRICT

SCHOOL DISTRICT OF WEST DE PERE

Luke Goral, Superintendent

Dennis Krueger, Superintendent

Date: _____

Date: _____

**GREEN BAY AREA PUBLIC SCHOOL
DISTRICT**

**WRIGHTSTOWN COMMUNITY SCHOOL
DISTRICT**

Michelle Langenfeld, Superintendent

Carla Buboltz
Carla Buboltz, Superintendent

Date: _____

Date: 4/24/2020


SCHOOL DPSA

ACHIEVE BROWN COUNTY, INC.

Spencer Bonnie, Executive Director

Date: _____

BROWN COUNTY UNITED WAY, INC.



Robyn Davis, President and CEO

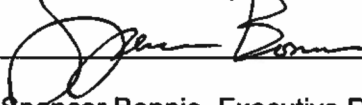
Date: 9-8-2020

[END OF SIGNATURE PAGES]

SCHOOL DPSA

ACHIEVE BROWN COUNTY, INC.

BROWN COUNTY UNITED WAY, INC.



Spencer Bonnie, Executive Director

Robyn Davis, President and CEO

Date: 9/8/2020

Date: _____

[END OF SIGNATURE PAGES]