



SERVICE AGREEMENT

This Service Agreement ("Agreement"), is dated the August 7th 2024, by and between:

GPS EDUCATION PARTNERS, INC., a Wisconsin nonstock corporation, located at
N19W24075 Riverwood Drive #300, Waukesha WI 53188,
and
HENNEPIN WEST CONSORTIUM, located at 9000 Brooklyn Blvd, Brooklyn Park,
MN 55445 ("HWC")

WHEREAS, GPS Ed has expertise and experience as a Work Based Learning Intermediary in designing, delivering, and managing high quality Work-based Learning solutions to promote career education pathways from high school to post-secondary and employment.

WHEREAS, HWC seeks to develop a comprehensive Work-Based Learning solution leveraging youth apprenticeships programming across multiple career clusters/pathways to the high schools of the HWC and employers and communities they represent.

WHEREAS, HWC is engaging GPS Ed to assist in the design, development and execution of a work based learning/apprenticeship program based on GPS Ed' resources and role as a Work Based Learning Intermediary to accomplish their desired outcomes.

WHEREAS, parties view this engagement as a mutual risk, mutual reward endeavor, and commit to use good faith efforts and reasonable activities to meet the desired outcomes.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

I. Mutual Responsibilities.

- A. Both parties commit to adopting a forward-thinking mindset, iterative approach and commitment to continuous improvement;
- B. Both parties agree to execute the Workstreams and Tasks necessary pursuant to the Statement of Work, provided as Schedule B attachment(referred to as the "SOW")

II. GPS Education Partners Responsibilities.

- A. Collaborate with various stakeholders to equip GPS Ed and HWC leadership with user data that can be leveraged to inform strategic decisions;
- B. Manage and maintain a project plan aligned with the SOW, and regularly communicate progress with HWC (facilitated, in part, by metrics outlined in a client dashboard);
- C. Support HWC's work to secure philanthropic dollars to supplement Perkins funds (as a braided funding model);
- D. Provide access to the designated project team and availability for meetings to facilitate achievement of project milestones; and
- E. Adhere to any requirements as communicated by HWC regarding Work-based Learning activities communicated to GPS Ed.

III. HWC Responsibilities.

- A. Consortium leadership will collaborate with GPS Ed to co-design regional strategies, continually revising them in real time to ensure responsiveness to school needs and to guide Work-based Learning activities for consortium schools;
- B. Identify champions at the school level to support intern recruitment efforts, which may include a consortium leader or a school stakeholder identified by the consortium leader;
- C. Work alongside GPS Ed to monitor school goals, engagement, and strategy execution;
- D. Secure philanthropic dollars to supplement Perkins funding (as a part of a braided funding model);
- E. Maintain direct communication with the GPS Ed team to address any concerns, communicate changes, or share new opportunities that would impact the Deliverables, consistent with this Agreement.

IV. GPS Ed Warranties. GPS Ed warrants that it shall perform services in accordance with the professional standards generally accepted practices in effect for the education industry. GPS Ed further warrants that all Deliverables shall (i) conform to the specifications in the SOW, and (ii) be free from defects in workmanship. EXCEPT AS PROVIDED IN THIS SECTION IV, GPS Ed EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

V. Warranty Remedies. Upon notice from HWC that any Deliverable does not conform to the foregoing warranties, at no additional charge to HWC, GPS Ed shall promptly repair the defect or re-perform the services of the non-conforming Deliverable. If the Deliverable still does not conform to the warranties thereafter, HWC may seek a pro rata refund for the fees applying specifically to the non-conforming Deliverable. Parties acknowledge that the remedy provided in this Section V is intended to be the sole and exclusive remedy of HWC under this agreement.

VI. Term. This Agreement shall be effective on July 1, 2024 and shall continue through June 30 2026, with the mutual understanding that engagement is anticipated to continue under a new Service Agreement.

VII. Termination.

- A. Payments are to be made from federal funds obtained by HWC through Title I of the Strengthening Career and Technical Education for the 21st Century Act of 2018 (Perkins V) (Public law and amendments thereto). If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of such fact by HWC to the CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- B. Either party has the right to terminate this Agreement if the other party breaches a material provision of the Agreement. In the event or condition that gives rise to the termination is not cured within ten (10) business days (the "Cure Period"), this Agreement will automatically terminate at the end of the Cure Period without need for further notice or action. If the breach is cured to the reasonable satisfaction of the non-breaching party within the Cure Period, this Agreement shall continue as though no breach had occurred.

VIII. Notice. All notices under this Agreement shall be given in writing and become effective when the intended recipient receives it. If notice is being sent to GPS Education Partners it can be mailed

ATTN: Business Office or emailed to businessoffice@gpsed.org. If notice is being sent to Hennepin West Consortium it can be mailed to the above address ATTN: Jean Rakun, Lindsey Gunnerson Gutsch, Jason Jones or emailed to jean.rakun@wayzataschools.org, lindsey.gutsch@nhcc.edu, jason.jones@hennepintech.edu.

- IX. Resolution of Difference/Disputes.** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement of the breach thereof, the parties will use their best efforts to settle the dispute, claim, questions, or disagreement by consulting and negotiating with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- A. **Arbitration.** If they do not reach such solution within a period of sixty (60) days, then, upon, notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Any such arbitration proceedings shall be located in Waukesha County and shall be governed by the substantive laws of the State of Wisconsin and the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute.
- X. Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to its choice of law provision or rules.
- XI. Marketing and Promotion.** Parties agree to, upon request, reasonably provide approved marketing and promotional guidelines on the use of branding, logo, and naming in their marketing and promotional materials.
- XII. Confidentiality.** Parties agree to perform their respective duties such that the documents, student participants, and all proprietary information related to the GPS Ed programs shall remain confidential.
- XIII. IP Ownership.** Parties agree that all proprietary information owned by GPSEd shall remain the sole property of GPS Ed at the end of this partnership. To the extent that any deliverable required under the SOW requires the use of GPS Ed's proprietary information, GPS Ed grants to HWC a non-exclusive, non-transferable license to use such information. Such license shall immediately expire upon the expiration or termination of this Agreement. Parties agree that all proprietary information developed for HWC during the term of this agreement will be mutually owned intellectual property. Parties agree that HWC may not use any proprietary information owned, wholly or partially, by GPS Ed for commercial purposes without first obtaining written consent from GPS Ed.
- XIV. Indemnification.** HWC agrees to indemnify and hold GPS Ed harmless for each and every type of liability, damages, loss, costs or expense, including attorney's fees, arising out of, or allegedly arising out HWC's breach of the Agreement or representations herein, negligence, or misconduct, and any claim in conjunction with HWC's execution of an apprenticeship program GPS Ed assisted to design, or the acts or failure to act of HWC, or any violation or alleged violation of any

law or governmental rule regulation or any violation of any term or condition of the agreement by HWC.

- XV. No Agency.** This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between HWC and GPS Ed.
- XVI. Successors and Assigns.** This agreement shall be binding upon each of the parties' successors and assigns.
- XVII. Severability.** If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, that term is severed from this Agreement and the other terms remain in force.
- XVIII. Enforceability.** If either party is required to enforce any of the above agreements or covenants, the prevailing party will be awarded reasonable attorney's fees and costs.
- XIX. Amendments.** This Agreement may not be amended or modified except in a written Amendment signed by both parties.
- XX. Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties. This Agreement may also be executed by facsimile, email or other electronic means, and so executed shall have the full force and legal effect as an original.
- XXI. Student information.** Parties agree that student information will be handled in accordance with FERPA guidelines. For purposes of reporting, GPS Ed will be able to use students' non-personally identifiable information.
- XXII. Force Majeure.** GPS Ed shall not be liable to HWC, nor be deemed to have defaulted or breached this Agreement, for failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from unforeseen acts beyond GPS Ed's reasonable control.
- XXIII. Entire Agreement.** This Agreement, with attached Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior expression of intent or understanding, oral or written, relating to the subject matter of this Agreement. The recitals to this Agreement are incorporated herein by reference. Schedules referenced herein by letter or number are incorporated into this Agreement as though fully set out herein. Such Schedules include the following:

Schedule	Description
Schedule A	Payment Terms
Schedule B	Statement of Work

[Signature Page follows]

Signature Page

IN WITNESS WHEREOF, the undersigned parties have executed this Service Agreement as of the date first written above.

GPS EDUCATION PARTNERS, INC.

DocuSigned by:
Billie Torrentt Date 8/22/2024
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Signature

Billie Torrentt, Chief Operations Officer
Name, Title

HENNERIN WEST CONSORTIUM

Signed by:
Jean Rakun Date 8/21/2024
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Signature

Jean Rakun, HWC Secondary Director
Name, Title

DocuSigned by:
Lindsey Gutsch Date 8/21/2024
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Signature

Lindsey Gunnerson Gutsch, Director of K-12 Partnerships and Perkins Grant
Name, Title

Signed by:
Jason Jones Date 8/21/2024
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Signature

Jason Jones, Perkins & Pathways Coordinator
Name, Title

Signed by:
Marcy Doud Date 8/22/2024
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Marcy Doud, Intermediate District 287 Superintendent
Name, Title

[Signature Page to Service Agreement]

Schedule A PAYMENT TERMS

- I. This Payment Terms dated August 7, 2024 is made in connection with the Service Agreement between undersigned parties (including any Schedules or other attachments thereto), as may be amended from time to time, and is subject to the terms and provisions of the Service Agreement and any amendments or supplements to this Payment Terms. Capitalized terms used but not otherwise defined in this Payment Terms shall have the meanings set forth for such terms in the Service Agreement.

Hennepin West Education Consortium agrees to pay a total of \$300,000 (a portion of the overall project costs), utilizing braided funding sources. All payment is for deliverables provided for period of July 1, 2024 - June 30, 2026:

- A. \$150,000 for services rendered between July 1, 2024 and June 30, 2025.
- B. \$150,000 for services rendered between July 1, 2025 and June 30, 2026.

- II. GPS Ed will send the following invoices to HWC:

Term	Invoice Date	Amount
2021-22 Year 1: Semester 1	Sept 1, 2024	\$50,000
2021-22 Year 1; Semester 2	April 1, 2025	\$75,000
2022-23 Year 2: Semester 1	Sept 1, 2025	\$75,000
2022-23 Year 2: Semester 2	April 1, 2026	\$75,000
Total		\$300,000

HWC will provide payments upon receipt of invoice making checks payable to GPS Education Partners Inc., and mailed to GPS Education Partners, ATTN: Business Office, 20633 Watertown Court, Suite 202, Brookfield, WI 53186.

- III. A material change in the scope of the Statement of Work (Schedule B), will result in a review of this Schedule and modification as needed.

[Signature Page follows]

IN WITNESS WHEREOF, this Payment Term Schedule is executed as of the Effective Date set forth above.

DocuSigned by:
GPS EDUCATION PARTNERS, INC.

Billie Torrentt Date 8/22/2024
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Signature

Billie Torrentt, Chief Operations Officer
Name, Title

Signed by:
HENNERIN WEST CONSORTIUM

Jean Rakun Date 8/21/2024
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Jean Rakun, HWC Secondary Director
Name, Title

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Lindsey Gutsch Date 8/21/2024
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Lindsey Gunnerson Gutsch, Director of K-12 Partnerships and Perkins Grant
Name, Title

Signed by:
[Signature] Date 8/21/2024
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Jason Jones, Perkins & Pathways Coordinator
Name, Title

Signed by:
Marcy Doud Date 8/22/2024
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Signature

Marcy Doud, Intermediate District 287 Superintendent
Name, Title

[Signature Page to Payment Terms]

Schedule B STATEMENT OF WORK

This Statement of Work dated August 7, 2024 is made in connection with the Service Agreement between undersigned parties (including any Schedules or other attachments thereto), as may be amended from time to time, and is subject to the terms and provisions of the Service Agreement and any amendments or supplements to this Statement of Work. Capitalized terms used but not otherwise defined in this Statement of Work shall have the meanings set forth for such terms in the Service Agreement.

Term: July 1, 2024 - June 30, 2026

Overview: This proposal of GPS Education Partners (GPS Ed) Work-based Learning custom solutions for Hennepin West Consortium (HWC) as a continuation of the existing partnership between these organizations. GPS Ed solutions will provide tangible deliverables across HWC’s Work-based Learning journey, for multiple secondary and post-secondary schools, so youth can gain practical knowledge and experience, develop critical employability skills, and accelerate their preparation for, and connection to, the world of work.

Solution Roadmap:

Focus Areas (Details below in Activity Stream section)	2024/25	2025/26
<p>Career Pathway Solution: Support EDU Capacity</p> <ol style="list-style-type: none"> Refine school strategy, leveraging 2023/24 data to co-design future recruitment Differentiate career pathway offerings across schools (aligned with relevant instruction) Continue targeted recruitment strategies that support diverse participation 	<p>Consultative school services to increase access</p> <p>Pilot/build career pathways</p>	<p>Consultative school services to support increased capacity</p> <p>Execute career pathways</p>
<p>Expansion Solution: Design for Impact/Scale</p> <ol style="list-style-type: none"> Convene and train companies to support an increase of intern numbers and interactions with diverse populations Continue to assess each intern’s sense of belonging (measuring inclusive experiences for diverse youth) Explore a regional ecosystem model, identifying/designing supports for equitable access to internship opportunities for diverse populations Build awareness and exploration activities as an on-ramp to internships in selected pathways Co-design replicable processes that support off-ramps to post-secondary consortium partners 	<p>Build/support company partnerships</p> <p>Discovery around regional solution(s) related to access</p> <p>Pilot/build awareness and exploration for certain pathways</p> <p>Market post-secondary</p>	<p>Continue to build/support company partnerships</p> <p>Pilot regional solution(s) related to access</p> <p>Execute awareness and exploration</p> <p>Create off-ramps</p>
<p>Governance Solution: Strategy and Reporting</p> <ol style="list-style-type: none"> Project management and evaluation NOTE FOR BELOW: Design and maintain a data management tool and regularly share data Support HWC’s Regional Advisory Board Support HWC’s efforts to secure additional funding to off-set their costs not covered by Perkins grant 	<p>Build/pilot/support data collection tools</p> <p>Execute against key performance indicators</p>	<p>Leverage data to amplify ecosystem activation</p>
<p>Sustainability Solution: Future Impact</p> <ol style="list-style-type: none"> Design individualized school-level strategy and tools that amplify ownership/execution of Work-based Learning Co-create a funding model to support a shift from design and development (program build costs) to on-going support for sustainable execution 	<p>Continue exploration of school capacity</p> <p>Discovery/explore program funding models</p>	<p>Discovery/Build school strategy</p> <p>Build/execute funding model</p>

Assumptions:

- HWC secondary school members will be the primary driver for student recruitment at respective high schools.
- Every secondary school will progress toward increased independence at different rates (given any number of factors), but each school will commit to growth.
- HWC post-secondary partners will support essential off-ramps for youth apprenticeship with aligned programs, dual credit, recognition of industry credentials (as needed).
- HWC post-secondary leaders will convene faculty for technical skill validation
- HWC leadership will actively work to recruit and engage all members of secondary partner districts and high schools.
- Sufficient students and employers will be recruited to support the pilots of each pathway.
- In support of scaling pathways, HWC schools will share businesses to be trained by GPS Ed.
- Regional funding can be secured to offset the costs of work not covered by the Perkins Grant.
- GPS Ed will become a member of the Minneapolis Chamber, costs covered by this contract.

Activity Stream:

1. **Career Pathway Solution: Amplify EDU Capacity**
 - a. Refine school strategy, leveraging 2023/24 data to co-design future recruitment
 - i. Leverage consortium goals to design school strategy frameworks that create collective progress and opportunities for individual choice
 - ii. Ensure alignment of all Work-based Learning programming to best practices in design, execution and evaluation
 - iii. Define, evaluate and resolve gaps in best practices through intentional education, support, and training
 - iv. Identify and develop solutions to address barriers to student participation that exist with education systems
 - b. Differentiate career pathway offerings across schools (aligned with relevant instruction)
 - i. Work with consortium leaders to co-design solutions to assist schools in developing and scaling their WBL offerings aligned to career pathways
 - ii. Identify and leverage existing school partners to scale student opportunities across those pathways
 - iii. Identify and train key stakeholders, positioning them as future owners of recruitment strategies across the varied pathways
 - c. Continue targeted recruitment strategies that support diverse participation
 - i. Each year, support student access to opportunities so that racial diversity across the collective intern cohort meets or exceeds the diversity rate of the consortium as a whole
 - ii. Continue consulting on school-level strategy to ensure communication efforts, and company opportunities, are inclusive
 - iii. Leverage relevant tools/resources that amplify opportunities for differentiated support and preparation
2. **Expansion Solution: Design for Impact/Scale**
 - a. Convene and train additional companies to support an increasing number of interns and equip them for interactions with diverse populations
 - i. Identify opportunities to design solutions that address barriers to employer participation, including knowledge gaps in youth apprenticeship requirements
 - ii. Develop training plans and design the internship scope and sequence so companies can provide high-quality Work-based Learning experiences

- iii. Work with Human Resources (HR) on reporting and evaluation processes that support student inclusion and achievement
 - iv. Pre-Screen all intern candidates and submit them to each HR site, aligned by student preference
 - v. Train company mentors (“Skills Coaches”), sharing strong education practices and positioning them as advocates for student learning
 - vi. Work with new department stakeholders to best align opportunities and reporting for student experiences
 - vii. Facilitate and/or support 360 Performance Reviews as a vehicle to amplify student voice and ensure alignment between student interns and company mentors
- b. Continue to assess each intern’s sense of belonging (measuring inclusive experiences for diverse youth)
 - i. In post-surveys, students will respond to questions focused on their perceptions of diversity, agency and inclusion throughout their work experience
 - ii. Leverage results of the annual assessments to develop company partnerships
 - c. Explore regional ecosystem, identifying/designing supports for equitable access to internship opportunities for diverse populations
 - i. Across schools, identify regional barriers to equitable access to—and participation in—internship opportunities
 - ii. Prototype initial solutions and test them with select school partners, focusing on areas where systemic challenges create inequity and limit/prohibit access for students to engage in work based learning programming
 - d. Build awareness/exploration activities as an on-ramp to internships in select pathways
 - i. In 2024/25, work with interested schools to pilot sequenced, repeatable awareness/exploration career experiences that ultimately culminate in internship applications
 - ii. In 2025/26, refine the scope and sequence of school-based awareness and exploration activities and invite other schools to design/pilot their own awareness/exploration strategy
 - e. Co-design replicable processes that support off-ramps to post-secondary consortium partners
 - i. Work with leaders, recruiters and advisors to identify/codify and/or create milestones for working with interns and youth apprentices
 - ii. Engage leaders, recruiters and advisors in student-facing opportunities to market post-secondary pathways
 - iii. Find opportunities to host interns/youth apprentices at post-secondary institutions
 - iv. Leverage best practices from other post-secondary engagements across the country so that HWC post-secondary partners are utilizing tested strategies
 - f. Incorporate advanced skills checklists (validated by post-secondary faculty) into performance evaluations so that students can secure post-secondary credit for learning in the internship
 - i. Work with faculty to validate skills taught in businesses hosting student interns
 - ii. Consult on recruitment support with post-secondary institutions as it relates to secondary interns/youth apprentices
 - g. Increase business awareness of college programming by applying post-secondary expertise to the work environment
 - i. In 2024/25, leverage faculty validated technical skills (across manufacturing and IT) to support how businesses design internships so students may secure post-secondary credit for prior learning
 - ii. In 2025/26, work with post-secondary leadership to select additional pathways, convening relevant faculty to validate the technical skills needed in that domain

- iii. Once skills are validated, generate company buy-in and start to refine internship experiences built on those parameters
3. **Governance Solution: Strategy and Reporting**
- a. Project management and evaluation
 - i. Continue development of a data sharing and management solution to track key performance indicators of programming against goals
 - ii. Work with HWC leadership to ensure the tools result in metrics they need (i.e., race, non-trad focus, pathway participation)
 - b. Support HWC's Regional Advisory Board
 - i. Leverage current partners to participate and advise schools where needed
 - c. Support efforts to secure additional funding to off-set costs not covered by Perkins grant
 - i. GPS Ed will continue grant research and writing to off-set GPS Ed costs not covered by the HWC partnership
 - ii. Upon request, GPS Ed will support HWC's efforts to find and apply for supplemental funding
4. **Sustainability Solution: Future Impact**
- a. Design individualized school-level strategy and tools that amplify ownership/execution of Work-based Learning
 - i. In 2024/25, continue to work with schools to build individualized strategy around marketing, recruitment, school participation in support of Work-based Learning
 - ii. Continue to identify and train key school stakeholders so they are equipped with the tools they needs
 - iii. In 2025/26, co-create toolkits for recruitment, engagement and communication for interested schools
 - b. Co-create a framework of project funding to support a shift from design and development (program build costs) to on-going support for sustainable execution
 - i. Co-create school toolkits that support Work-based Learning strategy execution
 - ii. Research, develop and leverage sustainable funding to support programming

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IN WITNESS WHEREOF, this Statement of Work is executed as of the Effective Date set forth above.

DocuSigned by:
GPS EDUCATION PARTNERS, INC.

Billie Torrentt Date 8/22/2024
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Billie Torrentt, Chief Operations Officer
Name, Title

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HENNEPIN WEST CONSORTIUM

Jean Rakun Date 8/21/2024
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Marcy Doud, Intermediate District 287 Superintendent
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