

S. School
A. Administrative
S. Specialty
S. Services

Ray Farwell, Pres. 23803 540th Ave. Alberta, MN 56207
(320)324-2660 (home) (952)212-8395 (cell)

Administrative Service Contract

Nature of Agreement: Under this contract dated this 24th day of August, 2009, School Administrative Specialty Services L.L.C. will provide Independent School District #2172(Kenyon-Wanamingo) with school administrative services as spelled out in the following terms.

Parties: School Administrative Specialty Services L.L.C. (hereafter referred to as Contractor) and Independent School District #2172 (hereafter referred to as District).

Scope of Service: The Contractor will provide any of the following specific administrative service or services for the District:

1. A licensed school administrator to serve as the District's Superintendent of Schools with Elementary Principal duties as assigned by the Board of Education.

Payment for Services: The District will pay the Contractor as follows:

1. The contract total will be for \$115,240(\$670/day for 172 days) and paid in 10 equal monthly payments (\$11,524).
2. Payment Schedule: The Contractor will bill the District 1/10th each month with the payment due on the 15th of each month.
3. The administrator will not have the option to work on the following school holidays: Labor Day, Thanksgiving Day, December 24-31, New Years Day, and Memorial Day.

Length of Contract: This contract will begin on September 1, 2009, and continue through the 30th day of June, 2010, unless it is terminated as provided in this agreement. Any changes to the length of this contract must be mutually agreed to by the District and the Contractor.

District Obligations:

1. The District will make payments to the Contractor according to the agreed upon schedule.
2. The District will provide the Contractor's representative with the necessary supplies, equipment, support service, support staff, and office space to satisfy the administrative duties.
3. The District will reimburse the Contractor's representative for mileage and any other costs directly related to the performance of the required services (as required by the Board of Education).
4. Attendance by the Administrator at any conferences/events not required by the Board of Education will not be considered a working day towards this contract.

Contractor's Obligations:

1. The Contractor will provide a licensed administrator to perform the agreed to administrative work. Notwithstanding any other provision to the contrary, in the event the proposed Contractor's representative is not acceptable to the School Board, the District reserves the right to immediately cancel this contract upon written notice.
2. The Contractor's representative will provide the District a proposed calendar of scheduled work days for each month no later than the first day of each month.
3. The Administrator will be at the Kenyon site 75% of the working time and at the Wanamingo site 25% of the working time.

Termination: This agreement may be terminated as follows:

1. Upon mutual agreement of the parties.
2. Upon a material breach of the agreement, the non-breaching party may terminate the agreement.
3. Upon 60 days written notice either party may terminate the agreement.

Agreement Changes: Any desired changes to this agreement by either party shall require prior notice in writing, and mutual agreement to the proposed changes.

Governing Law: This agreement is made and will be constructed and interpreted in accordance with the laws of the State of Minnesota.

Waiver: The failure of either party to insist upon a strict performance of any of the terms or provisions of this agreement or to exercise any right or remedy will not be constructed as a waiver or as a relinquishment for future of such term, provision, option, right, or remedy, but the same will continue and remain in full force and effect.

Agreement: The undersigned are duly authorized to enter into this agreement on behalf of the District and the Contractor. As the authorized representatives for the District and the Contractor we hereby agree to the terms and conditions set forth by this agreement.

Renewal & Evaluation: At least once during the implementation of this contract, the contractor will meet with the District to evaluate the effectiveness of the service to the District. Consideration of renewing the contract will be discussed at that time.

District Representative and Title

Date

Contractor's Representative

Date