

Technology Services Agreement Between Cordova School District and NorthStar Networking

This Agreement is between Cordova School District, a K-12 school district headquartered in Cordova, Alaska, hereinafter called CSD, and NorthStar Networking, of McGrath, Alaska, a computer and network systems consulting firm, hereinafter called NorthStar.

CSD generally intends to utilize the services of James Newman of NorthStar, under the terms of this Agreement, in the role of remote off-site technology support of CSD for the general purposes of implementation, maintenance and enhancement of its LAN/WAN networks as well as with CSD's interaction with the Internet. NorthStar shall perform such technology services for CSD as deemed necessary and required by the Superintendent of CSD and/or the Technology Director of CSD. On-site technology support may be required and performed at additional costs; examples of such costs are listed in section "**6. Additional Expenses**".

1. Term: the length of this Agreement shall be beginning **August 12, 2019**, and expiring **June 30, 2020**.

2. Laws: CSD and NorthStar agree to obey all Local, State and Federal laws as well as comply with CSD and NorthStar policy as they relate to computer and network systems technology during the term of this Agreement. The violation of any law or policy and subsequent penalty shall be the sole responsibility of the violating party. CSD and NorthStar also agree not to allow any act of ill will or breach of confidentiality to be performed by any of their members that may prove harmful to the operation and reputation of the other among the community, business associates, employees, clients, staff, students or service providers.

3. Compensation: CSD will pay NorthStar a **monthly** fee of \$2,000.00 for the term of this Agreement in compensation for off-site technology support. Monthly payments will be made within 15 days of receipt of invoice. The starting month of contact beginning August 12 will be charged at one-half monthly price of \$1,000.00. On-site technology support, if any, will be invoiced separately and due within 15 days of receipt of invoice.

4. Costs: Labor and business costs incurred by NorthStar during the performance of this Agreement such as health insurance, employee benefits, housing, income taxes, and other miscellaneous business costs, except those costs listed in chapter heading "**6. Additional Expenses**" shall be the sole responsibility of NorthStar.

5. Services: CSD shall decide the goals and specific items of technology service NorthStar shall perform, which are typically consistent with the activities required of remote off-site technology support services, as telephone and Internet connections allow.

In general, it is understood that NorthStar will assist CSD with needs regarding, but not limited to: workstations; servers; filters; LAN/WAN network devices and topology; operating systems software; application software; network storage and backup; antivirus and mal-ware protection; interact with CSD staff and service providers; engage in technology planning and policy development.

CSD and NorthStar recognize that technology conditions may change and future CSD technology needs and technology support responsibilities cannot be precisely predicted and, as such, specific items, goals and responsibilities of service may change priority as conditions change or other needs manifest themselves.

CSD and NorthStar recognize technology emergencies can occur at odd and/or unpredictable times and NorthStar will make its services available to address any emergencies 24/7.

6. Additional Expenses: During the term of this Agreement, CSD, upon NorthStar's advice or request, may incur additional expenses for goods and services used for the implementation, maintenance and enhancement CSD's LAN/WAN computer and network systems. The final decisions and actual procurement of such goods and services will be handled by CSD and the expenses will be CSD's responsibility. Where NorthStar may be involved in the procurement of goods or services on behalf of CSD, the expenses must have CSD's prior approval and none are expected that would not occur through standard CSD purchasing protocol. Examples of additional expenses for which the CSD is responsible are listed in the ten items below:

1. CSD computer and network hardware.
2. CSD computer and network software & associated license fees.
3. Third party software maintenance & support Agreements to support the CSD; e.g. Apple.
4. Third party consultants to support the CSD; e.g. B2 Networks, INX.
5. Tapes and storage media for back up.
6. Tech support service charges from third party vendors to support the CSD; e.g. Dell, Apple.
7. Phone and Internet charges incurred to support CSD.
8. Travel costs for on-site support activities required or requested by CSD.
9. Housing costs for on-site support activities.
10. On-site technology support fee of \$350.00 per day.

7. Confidential Information: NorthStar recognizes that it will occupy a position of trust with respect to information of a secret or confidential nature and will not violate CSD confidentiality rules and policies.

8. Termination: Throughout the term of this Agreement and any extensions thereof, CSD or Northstar may terminate this Agreement for any reason with two week written notice and there shall be no arbitration.

9. Modifications: Any modifications will be made by consensus and effective only if in writing in addendum to this agreement and signed by authorized representatives of CSD and NorthStar .

Signatures:

Date:

Superintendent, CSD

President, CSD Board of Education

James Newman, Owner, NorthStar Networking