

SERVICE AGREEMENT  
BETWEEN NERSTRAND ELEMENTARY SCHOOL  
AND FARIBAULT PUBLIC SCHOOLS

SERVICE

IT IS HEREBY AGREED, for the 2023-2024 school year, technical support services will be provided as follows: 1) Data Technician services will be provided by staff employed by Faribault Public Schools. Nerstrand will be billed for the actual hours of work performed for Data Technician Services, either on or off site, at the employee's hourly rate. 2) Infrastructure services (internet, phones, internet filter, fire wall) at actual annual cost; and 3) Software services (Destiny Library Manager, AVG Virus Scan, Microsoft Office) at actual annual cost.

RELATIONSHIP

The Data Technicians shall remain solely the employees of the Faribault Public Schools. The hiring, evaluation, and termination of such employees shall be the responsibility of the School District. In the event that said employees are unable to fulfill said assignment to Nerstrand Elementary School, the School District reserves the right to alter the person(s) providing services under this agreement, after consultation with representatives of Nerstrand Elementary School. Thus, the cost of providing services may vary according to the applicable salary and benefits of those persons providing services.

PAYMENT

The contracting school, Nerstrand Elementary School, shall pay to the School District as invoiced an amount not to exceed the hourly rate times the actual hours of work performed for Nerstrand Elementary for data technician services. For infrastructure and software services, Nerstrand Elementary School shall pay to the School District as invoiced based on the actual cost of the services.

ADMINISTRATIVE FEE

Nerstrand Elementary School shall pay Faribault Public Schools a yearly administrative fee of 8%. The fee will be applied to the total cost of this contract and invoiced at the same time as the other costs of the contract are invoiced.

TERM

The agreement shall be in effect for one school year and is to be renegotiated annually. The school year shall be July 1, 2023 to June 30, 2024. Further, this agreement can only be amended in whole or in part during the time it is in effect by mutual agreement of both parties. If this contract is not to be renewed by either party, said party wishing to non-renew must notify the other party by April 1, 2024.

NOTICE

All notices required to be given under this agreement shall be in writing and be addressed to either the Chair of the School Board of the School District or the Chair of the Board of Directors of Nerstrand Elementary School. All notices required to be provided on a specific day or date shall be considered as timely if postmarked on or before the due date.

WAIVER

The waiver by the School District or Nerstrand Elementary School or any provision of this agreement in a particular instance does not constitute a waiver overall. Both parties, rather, continue to reserve all of its rights pursuant hereto at all times.

HEREBY, this agreement is approved by the following:

FARIBAULT PUBLIC SCHOOLS  
DISTRICT #656

NERSTRAND ELEMENTARY SCHOOL

\_\_\_\_\_  
CHAIR OF THE BOARD

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CHAIR OF THE BOARD

\_\_\_\_\_  
CLERK OF THE BOARD

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SECRETARY OF THE BOARD

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DATE OF BOARD APPROVAL

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DATE OF BOARD APPROVAL