

MEMORANDUM OF AGREEMENT
IT Shared Services

This Memorandum of Agreement for Information Technology ("IT") Shared Services (the "Agreement") is entered into by and between the New Fairfield Board of Education (hereinafter, the "Board") and the Town of New Fairfield (hereinafter, the "Town"), each of which may be referred to as a "Party" and which may be collectively referred to as the "Parties".

BACKGROUND

WHEREAS, the Board and the Town agree that maintaining a shared IT network is an efficient and cost effective means of providing high-quality IT services to both Parties; and

WHEREAS, the Board and the Town wish to establish the terms and conditions which shall govern the operation of the shared IT network;


NOW THEREFORE, the Parties do hereby agree as follows:

1. Network operations, which are currently hubbed at New Fairfield High School, will continue to hubbed as such, and the Town will be authorized to utilize the implicated equipment (inclusive of ISP, HA Firewall, Core switching/routing, Controllers/Authentication, Camera server and others) to the extent permitted by law as part of the shared IT services arrangement.
2. The Board's Director of Technology shall be responsible for budgetary services, as well as installation and implementation of all core networking equipment (e.g., Core Switches, Edge Switches, Access Points, Firewalls) to ensure continuity and compatibility with network operations.
3. The Town shall employ a Network Administrator, who will report to the First Selectman. The Network Administrator position is intended to replace the Town Computer Technician position that previously reported to the Board.
4. The Network Administrator shall be responsible for all day-to-day network operations associated with the Town, for appropriately addressing any after-hours outages and for ensuring coverage during any periods of leave or paid time off.
5. The Board's IT staff will provide, subject to availability and with advanced scheduled notice, operational support for large-scale projects or implementation activities which require additional technician support.
6. The Board's IT staff will also provide operational support in instances of unique or large-scale emergent operations (e.g., 2018 microburst tornado).

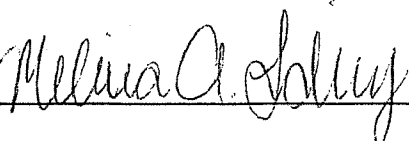
7. Each Party shall be fully responsible for the salaries of its respective employees.
8. The Parties agree that, at all times during the term of this Agreement, they shall comply with any and all applicable federal, state, and local laws, regulations, guidance, or other applicable legal authority, including, without limitation, any obligations arising under grant programs and any applicable policies of the Board. The Parties expressly acknowledge the requirements of the Family Educational Rights and Privacy Act ("FERPA") regarding the confidentiality of student records and agree to comply with such requirements at all times during the term of this Agreement.
9. The term of this Agreement shall commence upon execution by the last of the Parties to execute the Agreement and shall continue until it is terminated by either Party. The Agreement maybe terminated by either Party for any reason upon sixty (60) days' notice.
10. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Board and any Town employee or between the Town and any Board employee. Each Party acknowledges its intent that its own employees shall not be considered employees of the other Party for federal or state tax purposes and shall not be eligible for any employee benefits offered by the other Party.
11. This Agreement and any appendices, exhibits, and/or attachments hereto set forth the entire understanding between the Parties with respect to all matters referred to in this Agreement.
12. If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the Parties agree to substitute for the invalid provision another which most closely effectuates the legal and economic intent of the invalid provision within the bounds of the law.
13. Any modification of this Agreement will be effective only if it is in writing signed by the Party to be charged.

IN WITNESS WHEREOF, the Parties, through their duly authorized agents, set their hands on the dates set forth below.

New Fairfield Board of Education

By  Date 12/4/24

Town of New Fairfield

By  Date 12/4/24