

SERVICE AGREEMENT
BETWEEN NERSTRAND ELEMENTARY SCHOOL
AND FARIBAULT PUBLIC SCHOOLS

SERVICE

IT IS HEREBY AGREED, for September 2025 through November 2025 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 Elementary School will be billed for the actual hours of work performed for Data Technician Services, either on or offsite, at the employee's hourly rate. Services for infrastructure will incur costs.
- 2) **Infrastructure services**, including Internet, CIPA-compliant filtering, and Firewall service, will be provided at a per-pupil portion of non-erate eligible actual costs based on October 1 enrollment. Expansions or enhancements specific to Nerstrand Elementary School will incur costs.
- 3) **Software services** such as Library Management and Endpoint/Managed Detection and Response to be billed at actual annual cost.
- 4) **Phone Services** such as provisioning, trunking, and DID services, E911 and troubleshooting will be provided by Faribault Public Schools at no cost. Nerstrand Elementary School will directly pay the fiber phone provider for fiber phone services and equipment.

RELATIONSHIP

The Data Technicians shall remain solely the employees of Faribault Public Schools. The hiring, evaluation, and termination of such employees shall be the responsibility of Faribault Public Schools. Faribault Public Schools reserves the right to assign Data Technicians 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 the Data Technician(s) providing services.

Faribault Public Schools reserves the right to coordinate and secure Data, Infrastructure, Software, and Phone Services and the respective vendors and contractors. Any additional services provided outside of Faribault Public Schools' financial responsibility will be facilitated, in consultation with Nerstrand Elementary School, by Faribault Public Schools.

PAYMENT

Nerstrand Elementary School shall pay to Faribault Public Schools as invoiced an amount not to exceed the hourly rate times the actual hours of Data Technician Services performed for Nerstrand Elementary School.

Nerstrand Elementary School shall pay to Faribault Public Schools, annually, as invoiced an amount not to exceed Nerstrand Elementary School's per-pupil portion of non-erate eligible actual costs for Infrastructure Services.

For the purposes of Infrastructure Services, per-pupil portion of non-erate eligible actual costs is calculated as follows:

$$\begin{array}{rcl} & \text{Count of Nerstrand Elementary School Students} & \\ \text{Non-erate eligible actual costs} & \times & \\ \hline & \text{Sum of Nerstrand Elementary School Students} & \\ & \text{and Faribault Public School Students} & \\ & & = \text{Annual Cost} \end{array}$$

The count of pupils will be based on the enrollment on October 1.

Nerstrand Elementary School shall pay to Faribault Public Schools, annually, as invoiced an amount not to exceed actual annual cost of Library Management and Endpoint/Managed Detection and Response.

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 agreement and invoiced at the same time as other costs of the agreement are invoiced.

TERM

This agreement shall be in effect for one school year and is to be renegotiated annually. The school year shall be July 1, 2025 through June 30, 2026. 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 agreement is not to be renewed by either party, said party wishing to non-renew must notify the other party by April 1, 2026.

NOTICE

All notices required to be given under this agreement shall be in writing and be addressed to either the Chair of the Board of Education of Faribault Public Schools 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 Faribault Public Schools 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

NERSTRAND ELEMENTARY SCHOOL

DISTRICT #656

CHAIR OF THE BOARD

CHAIR OF THE BOARD

CLERK OF THE BOARD

SECRETARY OF THE BOARD

DATE OF BOARD APPROVAL

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