

**Region 10 Fiber Network Consortium  
Memorandum of Understanding**

**Region 10 Education Service Center  
And  
Farmersville ISD**

**I  
PURPOSE**

The purpose of this Memorandum of Understanding is to establish the relationship, services, and fees for MEMBERS of the REGION 10 FIBER NETWORK CONSORTIUM.

The consortium consists of Region 10 ESC, independent school districts, charter schools, and public/private schools in Region 10 ESC boundaries.

The Fiber Network is a region-wide infrastructure created to promote educational opportunities in instruction, services, and resources through a collaborative partnership of consortium members, in a way that:

- Creates a region-wide consortium to gain a competitive price advantage for broadband infrastructure and Internet access.
- Establishes a dedicated, private fiber network allowing consortium members the flexibility to easily maintain and/or increase capacity well beyond current capabilities.
- Provides an equitable financial model for each consortium member based on an average consortium E-rate discount.
- Grants access to a high-speed network of consortium members with the ability to form partnerships (e.g., disaster recovery connectivity, equipment colocation, etc).
- Provides high-speed buildout to rural areas resulting in equitable broadband access for all participating districts.
- Results in the highest achievable bandwidth at the lowest cost for unlimited teaching and learning potential far into the future.

Region 10 ESC signed a ten-year contract with Zayo Group to provide the most cost effective broadband fiber network and Internet service with dedicated 10 Gbps for all consortium members. Zayo Group will provision all fiber circuits, provide all necessary network equipment, proactively monitor the network, and perform all necessary maintenance for the network. Consortium members will commit to 48 months of service after which the member may renew service on an annual basis.

## II BENEFITS

Region 10 Fiber Network is a large-scale, carrier-class network created by the Region 10 Consortium, which allows member districts to access high-speed, high-bandwidth connectivity services over a brand new dedicated fiber network at a very low cost.

Benefits provided by this Fiber Network include:

- Each consortium member's service shall consist of a circuit with a minimum of 10 Gb connectivity to the Region 10 private fiber network.
- Each consortium member's service shall include a minimum 10 Gb Internet Access service via the 10 Gb circuit.
- Advanced network services such as DDOS built into the network.
- Multiple 100 Gb backbone network rings and 100Gb Internet Access circuits at Infomart Data Center for resiliency and scalability. Network architecture provides resiliency in case of failures in the network (e.g., fiber cut) and allows traffic to be protected around the rings in under 50ms switching times.
- Districts may partner with one another or ESCs to participate in shared network services (e.g., backup and disaster recovery, shared application environment, etc.).
- Provides direct connectivity to multiple educational resource data centers.

## III TERMS OF AGREEMENT AND FEES

### A. Term

This Agreement is effective the date signed by both an authorized consortium member representative and an authorized Region 10 representative. Service will not begin until a signed agreement is returned to Region 10. The initial term of the service provided shall begin the first day of the next month following the activation and written acceptance of the service by an authorized representative of the consortium member. The initial term of the service shall be for a minimum of 48 months. Thereafter, the service will automatically renew annually on July 1 of each calendar year for up to six consecutive years unless the consortium member provides written notice to Region 10 by March 1 of each calendar year, or 120 days advance notice. Consortium member acknowledges the service may be installed before the requested **service start date** as specified in this agreement for the convenience of the consortium. Region 10 acknowledges consortium member will not be invoiced for the service until the requested **service start date** as specified in this agreement, unless consortium member notifies Region 10 in writing of intent to utilize the service before the requested service start date as specified in this Agreement.

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Changes to the level of service provided to consortium members under this agreement may be made throughout the term of the agreement at the consortium member's request. Any change in level of service that creates a financial impact on the consortium may result in the consortium member being assessed additional charges. Consortium member will be notified of any additional charges and given the opportunity to approve before a change in level of service.

### B. Termination

This Agreement is in effect for a minimum of four years from service start date. Service may be terminated after the initial term. If a consortium member terminates service before the initial term of 48 months is complete, the consortium member shall be invoiced the remaining balance due for the initial term.

In the event of a default of this Agreement by Region 10 ESC, a consortium member may terminate this Agreement at any time after providing Region 10 ESC with written notice of the default and a sixty-day opportunity to cure the default.

### C. Fees and Payment

Region 10 Fiber Network pricing is based on student enrollment count per consortium member. The Fall PEIMS Submission is used to determine district enrollment numbers and any changes in a district's pricing tier will go into effect the following September 1.

- Prices are already E-rate discounted as shown in the table below.
- There is no additional "transport" cost.
- Pricing shown includes all transmitted and received traffic.
- Pricing for each additional circuit is the same as the first circuit.
- Payments are due within 30 days of receipt of invoice.
- Invoices are generated quarterly. Consortium member may notify Region 10 in writing to change payments to an annual basis.

Number of Students	Years 1-4 Monthly Consortium Member Cost per Circuit	Years 5-10 Monthly Consortium Member Cost per Circuit
1-999	\$700	\$400
1,000-1,999	\$1,000	\$600
2,000-3,999	\$1,300	\$800
4,000-9,999	\$1,500	\$1,000
10,000 Plus	\$2,100	\$1,200

## **IV DUTIES AND RESPONSIBILITIES**

### **A. Region 10 ESC Duties and Responsibilities**

Region 10 ESC agrees to lead the Region 10 Fiber Network Consortium and to:

- Act as fiscal agent.
- File for consortium E-rate discounts.
- Request a CIPA Form 479 each year.
- Request a Letter of Agency every 3 years.
- Implement and provide 24x7x365 support and management via the leased lit service provider of the network to include:
  - Operate and maintain the routers and leased lit fiber network
  - Proactively monitor and maintain broadband connections
  - Proactively monitor internet access service from ISP
  - Guarantee the consortium member purchased bandwidth to the Internet by monitoring usage
  - Provide alerts concerning network maintenance and/or unplanned outages.
  - Provide notification according to current Service Level Agreement terms
  - Notify affected consortium members of any emergency network impairments as soon as the problem is determined
- Troubleshoot via the leased lit service provider to the point of demarcation:
  - For the primary connection, the point of demarcation is inclusive of the leased lit service provider router
  - Proactively monitor and report the use of services to ensure usage is within the terms of the agreement
  - Provide hard-copy reports summarizing consortium member usage upon request.
  - Provide technical assistance to consortium members for connectivity
- Utilize the competitive bidding process to procure the most economical resources for the network during the term of the agreement.

### **B. Consortium Member Duties and Responsibilities**

Consortium member agrees to join the consortium for four years for broadband and Internet access services. The consortium member shall not resell, sublicense or otherwise distribute the services, or extend network service to for-profit agencies, organizations and institutions, regardless of any previous arrangement that may have existed. The consortium member will:

- Provide a technical contact person to assist in planning, installation, and maintenance as well as respond to problems affecting the network.
- Provide a location for network equipment and access to Zayo Group representatives.
- Promptly notify Region 10 Help Desk of service outages or other loss of service.

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- Sign a CIPA Form 470 each year and Letter of Agency every 3 years.
- Provide firewall services that protect against unauthorized access and usage of the consortium member network as the Region 10 backbone does not filter, block, or alter traffic.
- Ensure cabling between Region 10 circuit demarcation equipment and the consortium member LAN is continually operational, and that Region 10 ESC has remote and physical access to the equipment when requested.
- Serve as the point of contact for campuses connected to the fiber network within the district.
- Make payments within 30 days of receipt of correct invoice.

### **V. Miscellaneous**

#### **A. E-Rate Eligible Services**

A significant portion of the cost to build and maintain the Region 10 Fiber Network is covered with E-rate funds and special construction discounts from the FCC and the TEA. As such, the consortium must adhere to E-rate policies:

- All on-premises equipment, which is used by Zayo Group to provide Services, is provided by Zayo Group and not by another service provider.
- All equipment deployed by Zayo Group to support the network remains the property of Zayo Group, and if physically located at a district site, will only be used as an integral component to provide eligible Services.
- The responsibility for maintaining network equipment rests solely with Zayo Group and not with another service provider.
- Ownership of Zayo Group's equipment will not transfer to the member school district in the future, and the member LEA does not have an option to purchase the equipment. Upon termination of Agreement, all equipment provided by the consortium will be retrieved by Zayo Group.
- The member LEA's Local Area Network, if any, is functional without the dependence on Zayo Group's equipment.

#### **B. Amendment**

This MOU constitutes the final, complete and exclusive statement of the terms of agreement between the parties. It supersedes all prior and contemporaneous understandings or agreements by the parties. No party has been induced to enter the MOU by, nor is any party relying on, any representation or warranty outside those expressly set forth in the MOU.

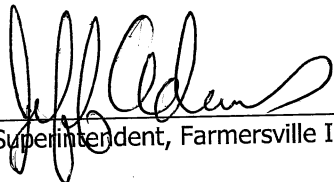
The provisions of the MOU may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by both parties.

**VI.**  
**SUBSCRIPTION DETAILS AND SIGNATURES**

Subscribed Services and Agreement Duration

Service Building Name	Farmersville High School
Service Address(es)	499 North State Hwy 78 Farmersville, TX 75442
Service Start Date	7/1/2019
Number of Internet Access Circuits	1
Monthly Recurring Charges	\$1,000.00

*By signing below, I acknowledge that I have read this Memorandum of Understanding, I accept this Agreement, and that I am authorized to sign on behalf of the LEA.*

  
\_\_\_\_\_  
Superintendent, Farmersville ISD

July 23, 2018  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Region 10 ESC Executive Director

\_\_\_\_\_  
Date

**Region 10 Contacts**

Sue Hayes, Chief Financial Officer  
972.348.1110, [sue.hayes@region10.org](mailto:sue.hayes@region10.org)

Brent Goerner, Chief Technology Officer  
972.348.1170, [brent.goerner@region10.org](mailto:brent.goerner@region10.org)