

FIBER11 Internal Connectivity Service Agreement

Education Service Center Region 11 and Aledo ISD

I.

PURPOSE OF THE FIBER11 NETWORK

Fiber Infrastructure for Broadband Enhancement in Region 11 (FIBER11) is an enhanced K-12 region-wide broadband infrastructure created to promote educational excellence in instruction, services and resources through a collaborative partnership of School Districts, in a way that:

- Creates a region-wide K-12 consortium to gain a competitive price advantage on FIBER11 infrastructure
- Provides an equitable financial model for each school district based on an average consortium E-rate discount
- Grants access to a high-speed region-wide network of school districts with the ability to form partnerships, such as disaster recovery connectivity, equipment colocation, etc.
- Establishes a dedicated fiber network allowing districts the flexibility to easily maintain and/or increase capacity

So that districts will increase collaboration and credibility to provide improved, quality services to their campuses through an economical and efficient infrastructure resulting in the highest achievable bandwidth at the lowest cost for unlimited teaching and learning potential far into the future.

II.

BENEFITS

FIBER11 is a large-scale broadband dark fiber network among the districts within Region 11.

The benefits provided by FIBER11 are:

- 100 Gigabit backbone network between FIBER11 hub sites
- 10 Gigabit network among the connected edge sites
- Allows bandwidth flexibility such that a district can exceed their subscribed services within a reasonable limit without penalty
- Opportunity to participate in shared network services (e.g., internet access, disaster recovery, shared application environment, etc.)
- Provides opportunity for special construction for internal district connectivity

III. TERMS OF AGREEMENT

A. Term

This agreement is effective September 1 of each year (unless otherwise agreed upon), and shall be renewed annually unless either party gives no less than ninety (90) days prior written notice of termination.

Changes to the level of service provided to School District under this agreement may be made throughout the year at the School District's request. Any change in level of service that creates a negative financial impact on the Internal Connectivity Service Agreement may result in the School District being assessed additional charges.

B. Termination

This Agreement is in effect for the entire fiscal year (September 1 through August 31, unless otherwise agreed upon) and may be terminated for the following year by giving no less than ninety (90) days' notice prior to the agreement end date of any year.

In the event of a default of this Agreement, a School District may terminate this Agreement at any time after providing ESC Region 11 with written notice of the default and a thirty-day opportunity to cure the default.

C. Pricing and Payment

FIBER11 pricing is based on the current contract for fiber services within the following guidelines:

- Prices are already E-rate discounted.
- There is no additional "installation" cost.
- Payments are due within 30 days of receipt of invoice.
- Payments can be made on an annual or quarterly basis.

IV. DUTIES AND RESPONSIBILITIES

A. ESC Region 11 Duties and Responsibilities

- Provide adequate staff necessary for efficient operation of the FIBER11 network.
- Implement and provide 24x7x365 support and management of the network to include:
 - Operate and maintain the FIBER11 routers and dark fiber network.
 - Provide alerts concerning network maintenance and/or unplanned outages.
 - Notification will be given according to current Service Level Agreement terms.
 - Affected School District will be notified via email of any emergency network impairments as soon as the problem is determined.
- Troubleshoot to the point of demarcation:
 - Proactively monitor and report the use of services to ensure usage is within the terms of the agreement.
 - ESC Region 11 will provide hard-copy reports summarizing School District usage upon request.
 - Provide technical assistance to School District for FIBER11 connectivity.
- Utilize the competitive bidding process to procure the most economical resources for the network.

B. School District Duties and Responsibilities

- Provide a 24 x 7 technical contact that can respond immediately to problems affecting the FIBER11 Network.
- Serve as the point of contact for campuses connected to the FIBER11 network.
- Make payments within 30 days of receipt of correct invoice.

V.

Subscribed Services and Agreement Duration

Service Start Date	07-01-2024
Service End Date	08-31-2028
Service Address #1	117 Vernon Rd
Service Address #2	32.7495827°, -097.5855533° (Lynn McKinney ES)
Total Construction Fee	\$ 56,609.00
Monthly Maintenance Fee	\$ 150.00

By signing below, I acknowledge that I have read the Internal Connectivity Service Agreement, I accept this Agreement, and that I am authorized to sign on behalf of the LEA.

I acknowledge that this construction is contingent on E-rate funding approval and that if funding is denied, the non-discounted construction fee of \$113,217 and monthly recurring charge of \$295 will be payable by Aledo ISD.

Authorized District Representative

Signature _____

Printed Name Dr. Susan K. Bohn

December 18, 2023
Date

ESC Region 11 Executive Director

Signature _____

Dr. Clyde Steelman Jr

Date _____

ESC Region 11 Deputy Executive Director

Signature _____

Mr. Rory Peacock

Date _____