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**This agreement is entered into pursuant to the authority granted by Chapter 791 of The Texas Government Code and Chapter 8 of The Texas Education Code. by and between:**

\_\_\_\_\_ (the "District") and Region 18 Education Service Center ("ESC 18").

**I. Term of Agreement**

- A. The term of this agreement is July 1, 2013, through June 30, 2014.

**II. General Provisions**

- A. The following general provisions will be provided:

1. **Compensation.** The parties agree that the contractual payments under this Agreement and any related exhibits and documents are amounts that fairly compensate ESC 18 for the services or functions performed under the Agreement.
2. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
3. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement. Further, since a third party provider shall provide the Internet access provided through this Agreement, ESC 18 makes no warranties respecting the quality or serviceability of that vendor's products or services.

B. ROLE OF ESC 18

1. ESC 18 will provide the following Internet access services to contracting schools:
  - a. High Speed Internet Access;
  - b. Videoconferencing
2. ESC 18 will provide such other services as are set forth herein that have been selected by the District for the term of the Agreement.
3. There are no hidden charges that are ineligible within the E-Rate program as it relates to this agreement.

C. ROLE OF DISTRICT

1. Pay the amount invoiced in accordance with Parts IV and V of this Agreement.
2. Designate person(s) to serve as District Contact:

a. \_\_\_\_\_ Email \_\_\_\_\_

b. \_\_\_\_\_ Email \_\_\_\_\_

3. Execute user agreement detailing responsibilities of the district and individuals with respect to Internet use.
4. Educate minors about appropriate online behavior, including interacting with other individuals on social networking Web sites and in chat rooms and cyber bullying awareness and response.

**III. Additional Provisions**

A. Termination of Agreement

1. **By Either Party.** This Agreement may be terminated at any time and for any reason by either party by giving written notice thirty (30) days prior to the effective termination date.
2. **By ESC 18.** The District understands that ESC 18 has procured the Internet access and other services listed in this Agreement to be provided under this Agreement from third-party vendor(s) through a competitive purchasing process. ESC 18 may terminate this agreement at any time if the agreement between ESC 18 and third-party provider(s) is terminated for any reason.

**IV. Contract Service Fees**

A. District agrees to pay the total amount as follows:

1. Internet services provided by ESC 18 (Internet Bundle):
  - 100 Mbps of high speed basic conduit access to the Internet
    - \$ \_\_\_\_\_
  - Additional \_\_\_\_\_ Mbps
    - \$ \_\_\_\_\_
  - Total for \_\_\_\_\_ Mbps of high speed basic conduit access to the Internet
    - \$ \_\_\_\_\_
  - Firewall, intrusion prevention and Internet filtering protection
    - \$ \_\_\_\_\_
  - Domain Name Services (DNS)
    - \$ \_\_\_\_\_
  - Email Hosting and Archiving
    - \$ \_\_\_\_\_
  - 40 Hours per year of consulting services
    - \$ \_\_\_\_\_

**A1. Fee: \$32,000 + \$ \_\_\_\_\_ + \$ \_\_\_\_\_ = \$ \_\_\_\_\_**

**A1 Eligible: \$ \_\_\_\_\_**

**A1 Ineligible: \$ \_\_\_\_\_**

**Fee: \$32,000 + \$16.00 per student\* for first 100 Mbps + additional 100 Mbps.**

**\*Number of students is based on the 2012 fall snapshot data.**

2. Video conferencing services provided by ESC18 (Video Conferencing bundle):\*

- Unlimited Scheduling
  - \$ \_\_\_\_\_
- Unlimited Bridging
  - \$ \_\_\_\_\_
- TETN Access
  - \$ \_\_\_\_\_

\*Video Conferencing endpoints will not be provided

**A2. Fee:** \$ \_\_\_\_\_

**A2 Eligible:** \$ \_\_\_\_\_

**A2 Ineligible:** \$ \_\_\_\_\_

**Fee: \$5,000 per year**

B. For services identified in IV.A. above, the District shall be billed as follows:

1. SPI E-Rate Funding Method - discounted billing. If Funding Commitment Decision Letter is not received by May 31st of the current funding year, district will be billed for the full balance of service. School district will be billed by ESC 18 at approved USAC discount. ESC 18 will seek reimbursement from USAC for balance; or
2. BEAR E-Rate Funding Method - Billed Entity Applicant Reimbursement. District will be billed in full by ESC 18. Form 472 is used by the school district to request reimbursement after services are performed.

C. Other Services (Not E-Rate Eligible, will be invoiced separately)

1. Disaster Recovery bundle

- Tier 1 - Up to 500 GB  
**\$6,000 per year base fee, \$1.00 per GB per month for each additional GB**
- Tier 2 - Up to 1000 GB  
**\$11,000 per year base fee, \$0.92 per GB per month for each additional GB**
- Tier 3 - Up to 1500 GB  
**\$15,000 per year base fee, \$0.83 per GB per month for each additional GB**
- Tier 4 - Up to 2000 GB  
**\$18,000 per year base fee, \$0.75 per GB per month for each additional GB**
- Tier 5 - Up to 2500 GB  
**\$20,000 per year base fee, \$0.67 per GB per month for each additional GB**
- Tier 6 - Up to 3000 GB  
**\$21,000 per year base fee, \$0.58 per GB per month for each additional GB**

- 2. Support services
  - Tier I  
**\$5,000 per year**  
 Network monitoring  
 - Any network devices such as servers, switches, etc...
  - Tier II  
**\$20,000 per year**  
 Includes Tier I +  
 Unlimited network support (network equipment)  
 Unlimited remote support (Servers, etc...)  
 Unlimited remote desktop support for up to 500 computers  
 For more than 500 computers, call for pricing
  - Tier III  
**\$30,000 per year**  
 Includes Tier I + Tier II +  
 One day per week of on-site support  
 For more than one day per week, call for pricing

D. For services provided in IV.C. above, the District shall be billed by separate invoice.

**V. Payment/Invoicing**

The district agrees to pay as invoiced by ESC 18.

Total Students: \_\_\_\_\_

Internet Services Total: \$ \_\_\_\_\_

Videoconferencing Services Total: \$ \_\_\_\_\_

**Total E-Rate Eligible Fees (A1+A2):** \$ \_\_\_\_\_

Total Ineligible Fees (A1+A2): \$ \_\_\_\_\_

Disaster Recovery Bundle (Tier 1-6 or None): \_\_\_\_\_

Disaster Recovery Bundle Amount: \$ \_\_\_\_\_

Support Services (Tier I, II, III or None): \$ \_\_\_\_\_

Support Services Amount: \$ \_\_\_\_\_

**VI. Authorization**

SCHOOL DISTRICT

REGION 18 EDUCATION SERVICE CENTER

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
John Thomas, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date