

MEMORANDUM OF UNDERSTANDING
State Board of Education (SBE) North Carolina DPI (NC DPI)
AND
North Carolina Local Education Agencies

WHEREAS, 2007 N.C. Session Law c. 323, sec. 7.28, “**School Connectivity Initiative**,” (SCI) authorizes the North Carolina State Board of Education (NC SBE) to develop and implement a plan to enhance the technology infrastructure for public schools that supports teaching and learning in the classrooms; and

WHEREAS, on August 3, 2007, NC SBE approved the School Connectivity Implementation and Operating Plan (the “Plan”) which provides for the funding of a shared education backbone for public schools in North Carolina and provides partial funding for wide area networks in local school administrative units and Internet connections with the intent of providing broadband access, equipment, and support services to create, improve, and sustain equity of access for instructional opportunities for public school students and educators; and

WHEREAS, utilization of the federal E-rate program and sustained operation of a statewide education backbone are critical to the SCI and implementation of the Plan; and

WHEREAS, the SCI and the Plan require local school administrative units to give certain assurances in order to qualify to participate in the SCI and the Plan; and

WHEREAS, the Plan requires charter schools to give certain assurances in order to qualify to participate in the SCI and the Plan;

THEREFORE, this MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the NC SBE and the undersigned local board of education (“Local Board of Education”) or charter school [“Charter School”] to establish and document the assurances that the Local Board of Education or Charter School makes to qualify for participation in the SCI and Plan.

I. COMMITMENTS:

It is mutually understood and agreed by and between the NC SBE and the undersigned Local Board of Education or Charter School that:

The Local Board of Education or Charter School agrees to:

1. Upgrade internal networks in its schools;
2. Provide technology tools and support for teachers and students to use technology to improve teaching and learning;
3. Employ state allocated SCI funds to support and enhance wide area network and Internet connectivity
4. Not to use SCI funds to supplant funds currently used for the services covered by this MOU and to sustain local investment for connectivity and related technology infrastructure and services at levels at least equal to levels prior to SCI funding;
5. Provide to DPI WAN and Internet contract cost information for FY2007-2008 to validate local school administrative unit or charter school allocation basis;
6. Support the connection of schools in the local school administrative unit or the Charter School -to the North Carolina Research and Education Network (NCREN), a shared education backbone which provides for a statewide enterprise K-20 education network through a direct, *i.e.*, not through the Internet, connection to NCVPS, Learn and Earn Online Content, NCWISE, and all other state content and services. Such support to include:
 - a. Signing a Letter of Agency (LOA) as a member of the statewide consortium for shared education backbone
 - b. Signing a Technology Plan Addendum specifying Local Board of Education or Charter School connectivity to the statewide education backbone
 - c. Partnering with the backbone provider such that the provider may install a telecommunications connection that terminates at the Local Board of Education or Charter School main distribution frame (where Internet and Local Board of Education or Charter School WANs meet)
 - d. Establishing a mutually agreed upon demarcation point and configuration for backbone service.

NC SBE agrees to provide the Local Board of Education or Charter School with:

1. A proportionate share of funds available for SCI to support after-E-rate costs associated with area network and Internet connections across the qualified local school administrative units and charter schools, such proportion to be determined by using an allocation methodology based on the Local Board of Education's or Charter School non-discount share of WAN and Internet costs as prorated based on available funds.
2. Funding for and connection to NCREN.
3. E-rate and network engineering services.

2. **MODIFICATION**. Modifications within the scope of this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

3. **PRINCIPAL CONTACTS**. The principal contacts for this MOU, LOA and Funding are:

**Name of Local Board of Education or
CharterSchool:** _____

DPI/SCI Administrative Contact

**Local Board of Education or Charter
School Administrative Contact**

DPI State E-rate Coordinator:

CTO/Technology Director:

Ed Chase

Phone: 919-807-3422

Phone:

E-Mail: echase@dpi.state.nc.us

E-Mail:

4. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through June 30, 2009 at which time it will expire unless extended.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Deputy State Superintendent

Local Board of Education or Charter
School Superintendent or Executive
Director

John B. Buxton

Signature

Signature

DATE

DATE