

netVision20
Telecommunications Infrastructure for Education

Community by Design

SHARED SERVICES AGREEMENT

Article I: Purpose

netVision20 (formerly STARTnet, the South Texas Academic Resource Telecommunications Network) represents a vision of a regional telecommunications infrastructure for education focusing on connecting schools, school districts and other entities involved in educating either school-aged (Early Childhood through Grade 12) learners or educators of school-aged learners. The major purposes of netVision20 are to increase access to rich learning resources and services, to increase the efficiency of school and district operations, and to enhance communications and sharing among the entire Region 20 education community. The netVision20 consortium is an affiliated group of institutions committed to the development and support of school-aged learners and educators of those learners.

The purpose of this agreement is to formalize and clarify the relationship among the member institutions that make up the netVision20 Consortium, subsequently referred to simply as netVision20 or as the Consortium. For netVision20 Consortium members, including Education Service Centers and School Districts, this constitutes a Shared Services Agreement.

Article II: Commitment

The netVision20 Consortium exists for the purposes of deploying, managing, supporting, sustaining and ensuring effective use of the Region 20 telecommunications infrastructure for education. Members of netVision20 are committed to taking collaborative and individual responsibility in supporting purposes outlined in Article I and to playing active roles in each. The Consortium is a permissive one and, as such, members may elect annually not to participate in specific programs, projects or initiatives of netVision20 if it is deemed not in the best interest of the member institution to do so.

By executing this agreement, each member institution agrees to conduct activities and to use resources of the Consortium according to the purposes, guidelines, and rules, which govern use of these resources. Each member further agrees to refrain from any conduct that would jeopardize the integrity of other Consortium members or of the Consortium administration.

Article III: Membership

Membership in netVision20 is available to public school districts, and charter schools (as approved by the Texas Education Agency). Affiliate membership is available to private schools, institutions of higher education and public libraries. Those institutions of higher education which were charter members of the consortium (Southwest Texas Junior



College, Alamo Community College District, Our Lady of the Lake University and the University of Texas at San Antonio) will continue to hold membership at no cost for the original level of connection. Additional ports or other changes in protocol will be available at the established fees.

Members within and outside of Region 20 may be added or withdrawn by a simple majority vote of members in good standing at the time of the action, with each member having one vote. A member may withdraw from the Consortium at any time with 60 days written notice to the Consortium Administrator. Withdrawal will be assumed if the annual commitment document is not received by the Consortium Administrator by the specified due date.

Membership may be extended to other entities so long as they agree to and subscribe to the terms and purpose of the Shared Services Agreement; netVision20's capacity to serve the primary population of netVision20 (Region 20) remains the primary focus; and netVision20 funds are used for their intended purposes.

netVision20 membership and services fees, and services, rights and privileges arising as a result of those fees, will be established by the Executive Committee annually, and these fees and benefits will be communicated to members of the Consortium at least 90 days prior to the beginning of each fiscal year by the Consortium Administrator. Fees are due from members to the Consortium Administrator within 30 days of billing. Full membership fees established for annual membership in the Consortium shall apply equally to membership for any part of a fiscal year. For-service fees paid in advance may be prorated when reimbursement does not adversely affect the program and is approved by majority vote of the membership. Fees payable under this agreement shall be made from current appropriations.

Article IV: Administrator and Fiscal Agent

Education Service Center, Region 20 (ESC-20 or the Center), with the participation of netVision20 members, shall administer the netVision20 Consortium and the netVision20 regional telecommunications infrastructure for education. The Center will arrange for logistical support for Consortium activities.

The fiscal agent for the netVision20 Consortium shall be Education Service Center, Region 20. The contracting officer for the Consortium shall be the Executive Director of ESC-20.

Upon recommendation of the Executive Committee and approval of the Center, other members may act as fiscal agent or administrator, or both, on behalf of the Consortium for specific projects or contracts.

This agreement authorizes the Consortium Fiscal Agent to represent the member institution signing this agreement in acquiring products and services related to the netVision20 effort.



In each case involving acquisition of assets on behalf of the Consortium, the administrator or acting administrator, if any is responsible for clearly communicating to membership and contractors or agents of the Consortium rules governing use of those assets.

Article V: Executive Committee

The mechanism for participation in administration of the Consortium will be the netVision20 Executive Committee made up of one individual from each member institution who shall be an employee of that institution designated by the chief executive of the institution. An executive committee member serves until the chief executive of the member institution designates a replacement or until that executive committee member leaves the employment of the institution. This Committee will meet at least twice each school year and will actively advise the administrator and fiscal agent on major administrative and fiscal decisions affecting the Consortium or its activities.

The ESC-20 Executive Director will serve as Chair of the Executive Committee and will convene the committee as needed. A Vice-Chair will be elected from the membership of the Executive Committee.

The Executive Committee will be deemed to have a quorum in attendance if at least one fourth of the executive committee members are in attendance. One vote shall be available for each netVision20 executive committee member in attendance. Electronic voting may be used when there is not a quorum of attendees.

Article VI: Steering Committee

The netVision20 Steering Committee, made up of representatives of netVision20 member institutions, will assist the administration in formulating policies, position statements, financial strategies and other issues of management for presentation to the Executive Committee. The Chair of the Executive Committee will serve as Chair. Members of the Steering Committee will be elected bi-annually by the Executive Committee and will include one representative from each of the five UIL categories, two at-large representatives, and the Vice Chair of the Executive Committee. The at-large representatives include the member higher education institutions as well as the member private schools. All members of the Executive Committee may vote for all positions on the Steering Committee. The election will occur at the spring meeting of the Executive Committee. Terms will be September 1 through August 31. No limitations shall be placed on the length of service on the Steering Committee.

A vacancy in a position on the Steering Committee may be declared by the Chair upon receipt of notice of withdrawal or failure to submit the annual commitment by the institution which a Steering Committee member represents. The Chair may also declare a vacancy when an elected individual ceases to represent the institution represented when elected. In the event of a vacancy, the Chair shall appoint a new representative with the approval of the Steering Committee and at the next Executive Committee meeting nominate a permanent replacement to serve the balance of the term.



The Steering Committee will meet at least twice annually. The Chair may call additional meetings as needed.

Article VII: Assets

Assets acquired on behalf of the netVision20 Consortium prior to adoption of this Shared Services Agreement by the membership (including those acquired as a result of the collaborative TIE application submitted by ESC-20) shall be assets of the Consortium Administrator to be used as specified in the TIE application as amended in negotiations with the Texas Education Agency. Equipment acquired through this TIE Grant Award to ESC-20 on behalf of the Consortium shall be owned by ESC-20 as per conditions of the ESC-20 grant award from the Texas Education Agency. Should an institution that received such equipment choose to terminate membership in the Consortium or cease to exist as an entity eligible for membership, ownership of the equipment and all responsibility for maintenance may be transferred to the institution upon approval of the Steering Committee. Should the Steering Committee choose not to approve transfer of ownership, the equipment will be reclaimed by the Consortium for deployment in another location. Ownership, maintenance or upgrades of equipment via netVision20 initiatives shall comply with requirements of the funding source and netVision20 Consortium and be assigned according to the funding source and/or netVision20 policies.

Article VIII: Amendments

This agreement may be amended by a majority vote of a quorum of the Executive Committee during a formally convened meeting, but only after a good faith effort has been made to alert each member to the impending action and to provide each member a copy of the proposed change at least one week prior to the action. If any provision of this agreement is deemed to be invalid, illegal, or unenforceable, other provisions shall remain intact.

Article IX: Dissolution

The Consortium may be dissolved by a majority vote of a quorum of the Executive Committee during a formally convened meeting, but only after a good faith effort has been made to alert each member to the impending action at least one week prior to the proposed action. Prior to dissolution, the Executive Committee will provide the Administrator with recommendations for disposal of any and all assets, or it will appoint a willing task force, which will develop such recommendation within 30 days. The Administrator will have sole final authority, however, to dispose of any assets of the dissolved Consortium by any legal means. Ownership of assets belonging to the Consortium will be transferred to the member institutions and Consortium support and maintenance will cease.

Article X: Membership Liability, Assets and Ownership

By signature affixed to this agreement, each institution agrees that liability for misconduct or mismanagement of activities, assets or resources associated with the netVision20 effort shall be the sole responsibility of the institution of affiliation for the individual(s) engaged in the misconduct or mismanagement. This agreement neither supports nor permits shared liability to member institutions solely on the basis of their



netVision20 Consortium membership or their participation in Consortium governance. Equipment ownership and responsibilities of the accepting (receiving) institution of consortium-owned assets and resources shall be specifically set forth in agreements governing acceptance and use of equipment and other resources.

Article XI: Entire Agreement

This agreement supersedes any and all prior Articles of Agreement or Shared Services Agreements, either written or oral, relating to participation in the netVision20 Consortium.

Agreed to this date _____, 2008

Signature: _____

Member Institution: _____

District, School or Other Institution

