



Service Level Agreement (SLA)
Between
The Office of the Chief Information Officer,
State of Nebraska
d.b.a. *Network Nebraska—Education*
And
Network Nebraska—Education “Participant”

July 1, 2009 through June 30, 2010

I. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between the Office of the Chief Information Officer (hereafter referred to as OCIO), State of Nebraska, doing business as *Network Nebraska--Education* and the Network Nebraska—Education Participant (hereafter referred to as “Participant”), as defined within 79-1201.01 and “SEGP” under Section III Authority of this document.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the State Chief Information Officer (CIO) and the Network Nebraska—Education Advisory Group. Changes are recorded in the Amendments section of this Agreement and are effective upon mutual endorsement by the primary stakeholders.

This original signed Agreement is automatically renewed each year on January 1, unless cancelled, with advanced written notification, by the Participant or the OCIO.

II. Purpose

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent information technology service, support and delivery to the participants of Network Nebraska—Education and to maintain the integrity of the network. This Agreement outlines the services and responsibilities of the OCIO and the responsibilities of, and associated fees charged to, the Participant.

III. Authority

86-520 Chief Information Officer; duties. The Chief Information Officer shall:

(10) Establish and maintain Network Nebraska pursuant to section 86-5,100; (12) Apply in aggregate for reimbursements from the federal Universal Service Fund pursuant to section 254 of the Telecommunications Act of 1996, 47 U.S.C. 254, as such section existed on January 1, 2006, on behalf of school districts requesting to be included in such aggregated application.

86-5,100 Network Nebraska; development and maintenance; access; Chief

Information Officer; duties; cost. The Chief Information Officer, in partnership with the University of Nebraska, shall develop and maintain a statewide, multipurpose, high capacity, scalable telecommunications network to be called Network Nebraska. The network shall consist of contractual arrangements with providers to meet the demand of state agencies, local governments, and educational entities as defined in section 79-1201.01. Such network shall provide access to a reliable and affordable infrastructure capable of carrying a spectrum of services and applications, including distance education, across the state. The Chief Information Officer shall provide access to each school district, each educational service unit, each community college, each state college, and the University of Nebraska at the earliest feasible date and no later than July 1, 2012. Access may be provided through educational service units or other aggregation points. The Chief Information Officer shall aggregate demand for those state agencies and educational entities choosing to participate and shall reduce costs for participants whenever feasible. The Chief Information Officer shall establish a cost structure based on actual costs plus administrative expenses and shall charge participants according to such cost structure.

79-1201.01 Terms, defined.

(3) Educational entity means a school district, a private, denominational, or parochial school, an educational service unit, a community college, a state college, the University of Nebraska, or a nonprofit private postsecondary educational institution.

Sponsored Education Group Participation (SEGP)

A SEGP is an aggregate of educational and education-related organizations (museums, libraries, etc.) inter-connected by one or more networks within a state that is approved for participation in the Abilene Network. To become a SEGP, the group of organizations must be sponsored by an Internet2 university member that is an Abilene Network primary participant. By virtue of the University of Nebraska being the Abilene Network primary sponsor and having been approved for SEGP status in 2004, Network Nebraska—Education also can serve non-profit educational and education-related organizations within the state of Nebraska such as libraries, museums, science centers, and zoos.

IV. Agreement Terms

Period

The annual performance period of this Agreement is concurrent with the performance period of the USAC Erate funding year, July 1 to June 30.

Renewal

This original signed Agreement will automatically renew on January 1 of each calendar year, unless cancelled with prior written notice by the Participant or the OCIO.

Cancellation

This Agreement can be cancelled, with prior written notice by the OCIO, for nonpayment of fees, egregious violation of network security or management, failure to uphold the basic responsibilities of the Participant as outlined in this Agreement or for any change in statutory authority or direction assigned to the OCIO by the Legislature or the Governor. This Agreement can be cancelled, with prior written notice by the Participant, for any reason, providing that it occurs on or before the January 1 renewal date for the following performance period, July 1-June 30. The January 1 renewal date is critical because withdrawal from Network Nebraska—Education has implications for Erate filing and funding and for the fee structure charged to the other Participants.

Amendments

This agreement may be amended, with majority approval of the Network Nebraska—Education Advisory Group and approval by the CIO.

V. Responsibilities of OCIO, University of Nebraska, d.b.a. Network Nebraska—Education

Services Existing as of July 1, 2009 [See Appendix 2 for updated Service Offerings]

- Intranet Ethernet connectivity to all Network Nebraska Participants
- Internet 1 access
- Internet 2 access
- Interregional (high bandwidth backbone) Transport between Grand Island-College Park, Lincoln-Nebraska Hall and Omaha-Peter Kiewit Institute
- Dynamic, real-time routing at the core network locations to deliver the fastest and most efficient Intranet, Internet1 and Internet2 pathways.
- Erate filing on the K-12 eligible portion of the Interregional Transport
- Limited co-location rack space at Grand Island-College Park, Lincoln-Nebraska Hall and Omaha-Peter Kiewit Institute, on a space available basis
- 24/7 Network Monitoring and Call Center
- Network Abuse and Nefarious Activity Monitoring
- Level 1 Network Troubleshooting/Support on Network Nebraska—Education backbone, core network devices, and State Master Contract internet access
- Level 2 Network Troubleshooting/Support on wide area networking, and other Participant routing and DNS issues

- Level 2 Video/Scheduling Troubleshooting/Support
- Bandwidth Measuring and Assistance
- RFP and State Master Contract negotiations
- Establishing the yearly eligibility List for LB 1208 Distance Education Incentive dollars and Equipment Reimbursements
- Packet Shaping of Network Nebraska Internet bandwidth.

Costs and Billing [See Appendix 1 for Cost Structure]

- The Chief Information Officer shall aggregate demand for those state agencies and educational entities choosing to participate in Network Nebraska—Education and shall reduce costs for participants whenever feasible. The Chief Information Officer shall establish a cost structure based on actual costs plus administrative expenses and shall charge participants according to such cost structure. [N.R.S. 86-5,100]
- Detailed spreadsheets of actual Network Nebraska costs and how the monthly Participant and Interregional Transport fees are calculated are available upon request.
- The Department of Administrative Services—Central Finance will bill monthly individual entities or groups of entities as requested.
- The OCIO will annually file for federal Erate on the eligible portion of the Interregional (high bandwidth backbone) Transport and then bill the post-Erate portion to eligible entities.

Service Standards

- The staff of the OCIO and University of Nebraska Computing Services Network will respond to reported incidents of service outages and mitigate disruptions of service related to the Interregional (high bandwidth backbone) Transport ASAP and within the same business day. “Interregional Transport” is comprised of the three transport segments interconnecting Grand Island—College Park, Lincoln—Nebraska Hall, Omaha—Peter Kiewit Institute; the routing circuits interconnecting Network Nebraska routers to the primary provider routers, and any of the associated routers and switches at these locations.
- On Internet access purchased off of a State Master Contract bid on behalf of eligible entities, the State of Nebraska will intervene on issues of vendor performance.
- On Internet access NOT purchased off of a State Master Contract bid on behalf of eligible entities, the OCIO and/or UNCSN will help the education entity where it can to resolve issues of vendor performance.
- On Wide Area Network circuits purchased off of a State Master Contract bid on behalf of eligible entities, the State of Nebraska will intervene on issues of vendor performance.
- On Wide Area Network circuits NOT purchased off of a State Master Contract bid on behalf of eligible entities, the OCIO and/or UNCSN will help the education entity where it can to resolve issues of vendor performance.

VI. Responsibilities of “Participant”

Network Integrity

- The Participant agrees to contract and fully fund the Chief Information Officer’s recommended Wide Area Network transport bandwidth needed to interconnect the participant’s premise with the Network Nebraska—Education aggregation point.
- The Participant agrees to install and maintain appropriate network security measures, virus and malware protection, and firewalls, in order to preserve the integrity of the network, as defined by their institutional or regional network security officer.
- The Participant agrees to consult with their institutional or regional network coordinator before installing external services (e.g. mail servers, web servers).
- The Participant agrees to develop and maintain a security policy that includes, but is not limited to:
 - Desktop and server anti-virus protection
 - Wireless access point security
 - Firewall rules for internal and external protection
 - For K-12 schools and libraries, Internet filtering that complies with the Children’s Internet Protection Act (CIPA)
<http://www.fcc.gov/cgb/consumerfacts/cipa.html>
- The Participant agrees to provide two-deep technical contact information for the Network Nebraska automatic notification system, which includes at minimum, contact name, e-mail address, work phone number, cell phone number.
- The Participant agrees to inform their institutional or regional network coordinator and the Network Nebraska staff of any anticipated disruption or scheduled maintenance on any IP routing devices or circuits that may affect the overall network.

Prompt Payment

- The Participant agrees to assume its assigned share of the Network Nebraska Participation Fee, which will be reviewed annually and reset by the Network Nebraska Advisory Group, and to make prompt payment to the Department of Administrative Services as billed or rebilled on the Participant’s behalf.
- The Participant agrees to assume its assigned share of the Network Nebraska Interregional Transport Fee, which will be reviewed annually and reset by the Network Nebraska Advisory Group, and to make prompt payment to the Department of Administrative Services as billed or rebilled on the Participant’s behalf.
- The Participant agrees to budget for the full cost of its assigned share of the Network Nebraska Interregional Transport Fee, should the federal Erate reimbursement be denied or discontinued in any way.

Erate

- The K-12 public school and library Participants who seek Erate funding agree to have on file with the Nebraska Department of Education a continuously updated and approved Technology Plan that includes clear goals and realistic strategies; a professional development strategy; an assessment of technology needs and services; a sufficient budget; and an ongoing evaluation process.
- The K-12 public school, ESU, and library Participants who are eligible for Erate funding agree to submit a signed, certified Letter of Agency to the OCIO every three years, in order to authorize the OCIO to act and file Erate on the Interregional Transport on their behalf.

VII. Service Response Procedures

Participant Inbound Communications concerning Network Nebraska—Education Services or infrastructure (backbone, routing, state master contract Internet, Internet2, Renovo software)

- Participants should immediately call 1-888-NET-NEBR (638-6327) or 402-472-7625 or e-mail to network@nebraska.edu and give information about the problem or issue, plus the name and contact information of the person reporting the problem or issue.
- Participants should indicate the urgency of the problem or issue and ask for a UNCSN trouble ticket number.
- Participants may inform their regional or institutional technology representative.
- UNCSN will resolve the trouble ticket and inform the originator of the ticket about the resolution.

Participant Inbound Communications concerning other non-Network Nebraska—Education services or infrastructure (WAN, non-Qwest Internet, DNS issues, etc...)

- Participants should attempt to contact their institutional or ESU technical support person, utilizing their Helpdesk procedures.
- If no response, Participants may call 1-888-NET-NEBR (638-6327) or 402-472-7625 or e-mail to network@nebraska.edu and give information about the problem or issue, plus the name and contact information of the person reporting the problem or issue.
- Participants should indicate the urgency of the problem or issue and ask for a UNCSN trouble ticket number.
- UNCSN staff will then route the trouble ticket to the most appropriate institutional or ESU technical support person, using the contact information on file.
- Institutional or ESU technical support person will be responsible for resolving the trouble ticket and informing the originator of the ticket about the resolution.

Network Nebraska Outbound Communications concerning scheduled and unscheduled outages

- UNCSN staff or OCIO staff will utilize an automatic notification system to inform Network Nebraska—Education Participants with the greatest amount of lead time possible using the least intrusive mode of communication to match the event.
- If a scheduled maintenance event is to occur, notification will come via e-mail.
- If an unscheduled outage occurs, notification may come by desk phone, cell phone or text message.

VIII. Signature Page

For the Participant

Billed Entity Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Address: _____

City, ST Zip _____

E-mail Address _____

Phone: _____

Date: _____

For the Office of the CIO _____

Authorized Signature: _____

Printed Name: Brenda L. Decker

Title: Chief Information Officer

Address: 501 S. 14th, P.O. Box 95045

City, ST Zip Lincoln, NE 68509-5045

E-mail Address brenda.decker@nebraska.gov

Phone: 402-471-3560

Date: _____

APPENDIX 1: Cost Structure

<u>Performance Year</u>	<u>Network Nebraska Participation Fee</u>	<u>Entity Number</u>
2007-08	\$200.00/month/entity	94 entities
2008-09	\$197.80/month/entity	182 entities
2009-10	\$192.47/month/entity	232 entities
2010-11		

<u>Performance Year</u>	<u>Network Nebraska Interregional Transport Fee</u>	<u>Entity Number</u>
2007-08	\$ 0.00/month/entity	94 entities
2008-09	\$ 93.35/month/entity (\$34.21/month/Erate entity)	182 entities
2009-10	\$ 92.72/month/entity (\$34.48/month/Erate entity)	232 entities
2010-11		

APPENDIX 2: Network Nebraska Service Offerings