

MEMORANDUM OF UNDERSTANDING

for the

MSLN Program

I. Purpose.

The Purpose of this Memorandum of Understanding (MOU) is to create an agreement between the Maine Department of Education (“MDOE”), the Maine Office of Information Technology (“MAINEIT”), the Maine State Library (MSL), and the University of Maine System (UMS), referred to as “Members”, regarding the Maine School and Library Program.

II. Introduction/Background

The Maine School and Library Network (MSLN) Program is a collaborative effort by the MDOE, MSL, MAINEIT, and UMS, its origins dating back to 1995, to support participating preK-12 schools and public libraries with access to high-bandwidth, low-latency network connectivity and complimentary services. The MSLN Council sets the outcomes, delivery strategies, annual budget, and approves the annual reports and funding requests for the MSLN Program.

The University of Maine System’s Networkmaine group, under the direction of the MSLN Council, ensures that Maine’s K12 schools and public libraries have access to the Internet at little or no cost through the Maine School and Library Network Program (MSLN). Schools, school districts, and libraries voluntarily elect to participate in the MSLN Program by signing participation agreements and letters of agency allowing UMS to contract for services and file for E-Rate subsidies on their behalf.

III. Networkmaine

Networkmaine is a unit of UMS and reports to its Chief Information Officer. Along with being responsible for UMS’ inter and intra-campus communications infrastructure, Networkmaine operates the state-wide Research and Education Network, MaineREN, on behalf of UMS, The Jackson Lab, the University System of New Hampshire, and other institutions that funded the creation of the network and continue to fund its ongoing operation. Networkmaine’s resources provide its community members with high-bandwidth, low-latency network connectivity and complimentary services to empower them to execute their educational, research, public service, governmental, and economic development missions. The support and funding required for Maine’s preK12 schools and public libraries to participate in MaineREN is provided through the MSLN Program.

a. MSLN Program Responsibilities

- i. Provide high-quality, cost-effective telecommunications and support services that meet participants’ needs.
- ii. Operate the services in a secure, reliable, and robust manner to maximizing Maine’s investment in public-sector communication infrastructure.
- iii. Implement new or additional services as defined in contractual agreements with MSLN Program Members.
- iv. Keep the MSLN Council informed of Networkmaine activities.

- v. Report to the MSLN Council at its regular meetings.
- vi. Provide additional reports to the MSLN Council as requested.
- vii. Remain informed about the State of Maine's information technology standards and policies to ensure Networkmaine's compatibility with State standards and policies in the future.
- viii. Act as the State E-Rate Coordinator for Maine's K12 schools.
- ix. Act as the MSLN Program authority for E-Rate filings.
- x. Be responsible for making necessary certifications to funding entities.
- xi. Respond to Universal Service Administrative Company (USAC) inquiries on behalf of the eligible MSLN Program participants during both pre- and post-commitment processes.
- xii. Create an annual operating plan and budget for review and approval by the MSLN Council.
- xiii. Create an annual report and MTEAF funding request, for review by the MSLN Council and approval by the Executive Committee of the MSLN Council, to be filed with the Maine Public Utilities Commission by February 28th of each year.
- xiv. Take all steps possible to ensure Federal e-rate compliance in any work done impacting federal e-rate application(s) on behalf of schools and libraries.

IV. MSLN Council

a. Purpose

The purpose of the MSLN Council is to oversee the MSLN Program.

b. Structure

Each Member shall appoint one representative to the Council who acts on behalf of the Member in all matter regarding the MSLN Program. A Member may change its representative upon written notice the Chair of the Council or the Networkmaine Executive Director.

c. Voting

- i. Each Member representative shall have one vote. All voting at meetings shall be done personally and no proxy shall be allowed.
- ii. The Maine Department of Education and the Maine State Library may appoint at maximum two (2) Constituent Representatives from the field to serve on the Council in an advisory capacity. The appointed non-voting Constituent Representatives will serve a term of two years.
- iii. The Council will be chaired on a two-year rotational basis by a representative of one of the Members. The representative next in line to serve as the chair will be the vice chair who will fulfill the duties of the chair in his or her absence.
- iv. The Networkmaine Executive Director will serve as an ex-officio member of the Council.

d. Duties

The primary function of the Council is to effect the planning and budgeting for the MSLN Program including the support required for the future growth and success of the program.

- i. The Council will review annually all contractual agreements between Members pertaining to the MSLN Program to ensure that these agreements are consistent with the Council's objectives.
- ii. The Council will review and recommend the annual budget request(s) on behalf of Networkmaine to the appropriate governing bodies and/or Member(s).
- iii. The Council will establish advisory groups or task forces as needed.
- iv. The Council will become and remain informed about state information technology standards and policies to make decisions that ensure Networkmaine's compatibility with state standards and policies in the future.
- v. The Council will interact with organizations that exist or are formed to serve the needs of specific groups of MSLN Program participants.
- vi. The Council will publish the meeting minutes of its meetings on the Networkmaine web site and ensure the meetings are open to the public and encourage all interested parties to attend.
- vii. The Council will conduct annual self-assessments of the effectiveness of the Council.

e. Committees

The Council may establish special or standing committees as it deems advisable. All special committees are advisory only to the Council and may not act on behalf of the Council. The Council shall appoint the members of such standing or special committees.

i. Executive Committee

On-going oversight of the MSLN Program may be conducted by an Executive Committee consisting of the MSLN Council representatives of the Members with each having one vote. The Networkmaine Executive Director is considered an ex-officio nonvoting member of the Executive Committee.

The Executive Committee votes to approve all budgetary decisions for the MSLN Program. The Executive Committee must come to a unanimous consensus before any binding business can be transacted or motions made or passed. Actions taken by the Executive Committee will be reported to the full Council.

V. Role and Responsibilities of Members

- a. Each Member will represent the needs, missions, and views of its constituents to the Council.
- b. Each Member will communicate the decisions and outcomes of the Council meetings to its constituents.
- c. Members will share and communicate their positions on major state-level decisions.
- d. Contractual Arrangements
 - i. Member(s) may maintain or establish a contractual relationship with UMS for the delivery of services to be included in the MSLN Program.
 - ii. The Council will review all such contracts as part of its overall duties.
 - iii. **Maine Department of Education**
 - i. The MDOE shall enter into an agreement with UMS to fund the services described in Section IIIa above and further defined in the agreement.
 - iv. **Maine State Library**

- i. Coordinates the purchase of educational content/services for statewide learning resource platforms.
- ii. Provides staffing to act in the role of State E-Rate Coordinator on behalf of Maine's public libraries.

VI. Term of Agreement

This Agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until which point the MSLN Council mutually agrees to dissolve. A Member may terminate its participation in this agreement, without cause, with written notice addressed to all other Members, on a bi-annual basis starting two years following the effective date of the Agreement. The termination of participation in this Agreement by a Member does not terminate its obligations defined in any contract or any other such agreement between the parties.

VII. Amendments

A Member may request changes to this Memorandum of Understanding. Any changes, modifications, revisions, or amendments to this MoU which are mutually agreed upon by and between the Members shall be incorporated by written instrument, and effective when executed and signed by all Members.

VIII. Entirety of Agreement

This Agreement represents the entire and integrated agreement between the Members and supersedes all prior negotiations, representations, and agreements, whether written or oral.

IX. Severability

Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and Members may renegotiate the terms affected by the severance.

X. Signatures

The persons signing below certify by their signatures that they are authorized to sign on this Agreement on behalf of the Member they represent, and that this agreement has been authorized by said Member.

IN WITNESS WHEREOF, the Members hereto have executed this Agreement as of the day and year written below.

For the Maine Department of Education:

Name: Daniel A. Chuhta **Title:** Deputy Commissioner
Signature: **Date:** 5/23/2022



For the Maine State Library:

Name: James Ritter **Title:** State Librarian
Signature: **Date:** 6/1/2022

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For the University of Maine System:


Name: David Demers **Title:** CIO
Signature: **Date:** 6/1/2022

DocuSigned by:

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For the Maine Office of Information Technology:

Name: Fred Brittain **Title:** Chief Info. Officer
Signature: **Date:** 5/31/2022

DocuSigned by:

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Certificate Of Completion

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Storage Appliance Status: Connected	Pool: Maine Department of Education	Location: DocuSign

Signer Events

Daniel A. Chuhta
Daniel.Chuhta@maine.gov
Deputy Commissioner
Maine Department of Education
Security Level: Email, Account Authentication (None)

Signature



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Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Brooke.Upson@maine.gov
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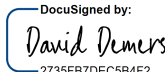
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Signer Events

David Demers
david.demers@maine.edu
CIO
Security Level: Email, Account Authentication (None)

Signature

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Signed: 6/1/2022 4:23:41 PM

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Fred Brittain
fred.brittain@maine.gov
Chief Info. Officer
State of Maine
Security Level: Email, Account Authentication (None)

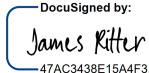
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James Ritter
James.Ritter@maine.gov
State Librarian
Security Level: Email, Account Authentication (None)

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jennifer.l.tarr@maine.gov

To advise Carahsoft OBO Maine Department of Education of your new email address

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