

Utah Education Network Steering Committee

June 4, 2008

U T A H E D U C A T I O N N E T W O R K
S T E E R I N G C O M M I T T E E

A G E N D A

JUNE 4, 2008

8:30 a.m.	Breakfast and Introductions
9:00 a.m.- 10:00 a.m.	UEN Strategic Planning Presentation
10:00 a.m.- 11:00 a.m.	Instructional Services and Technical Services Breakout Sessions
11:00 a.m.- 11:15 a.m.	Break
11:15 a.m.- 12:00 p.m.	Cross-Department Breakout Sessions - Current Goals and Additional Goals
12:00 p.m.- 12:45 p.m.	Lunch
12:45 p.m.- 1:30 p.m.	Reports from Breakout Sessions
1:30 p.m.- 2:30 p.m.	Consensus Building - Additional Goals
2:30 p.m.- 3:00 p.m.	Business Meeting

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FY 2009 UEN BUDGET - ACTION

Issue

The FY 2009 UEN Budget is ready for review and approval by the UEN Steering Committee. The proposed budget was previously reviewed by the Executive Committee, which recommended that it be considered by the full membership of the Steering Committee at its June 4th meeting.

Background

The UEN FY 2009 budget reflects significant growth in on-going state appropriations and federal E-Rate reimbursements. We propose to use those additional resources to substantially increase the capacity of the UEN network backbone, initiate network improvements at nearly 100 elementary and charter schools to replace T-1 connectivity with 100 megabit fiber connections, add the University of Utah to the consortium of USHE institutions who receive course management support from UEN, and enhance our enterprise applications redundancy and reliability.

Detailed information about the FY 2009 budget is provided in Attachment A following this memorandum. The attachment summarizes revenue sources used to fund the budget, and expenditures by specific program areas.

Policy Considerations

Major FY 2009 budget policy considerations focus on (1) revenues that are available and restrictions that limit the uses of particular revenue sources, (2) major expenditure choices, and (3) priorities shown by the recommended budget choices.

1. Income

Total revenues on which the FY 2009 budget is based are projected to be \$34.9 million. A detailed listing of all revenue sources for the FY 2009 budget is provided on page 2 of Attachment A. Income sources and expenses since FY 2006 are summarized in Table 1, and growth trends in major revenue sources during this period are graphically illustrated in Chart 1.

Table 1

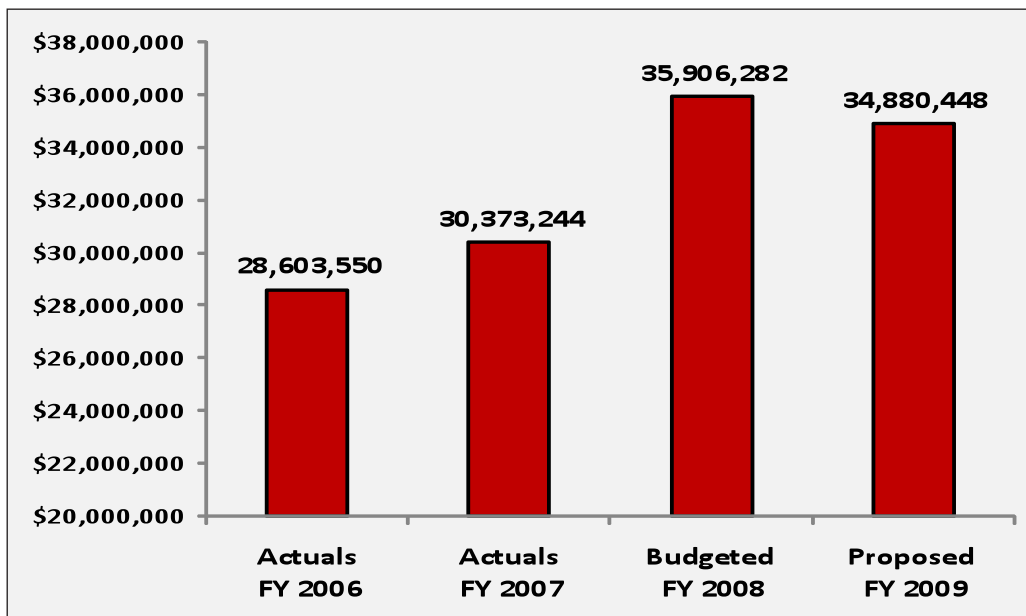
Income and Expenditure Summary

UEN	FY 2006	FY 2007	FY 2008	FY 2009
INCOME				
State Funding: On-going	\$ 15,886,700	\$ 17,493,900	\$ 19,831,700	\$ 21,201,900
State Funding: One-time	\$ 2,300,000	\$ 2,500,000	\$ 3,595,000	\$ 1,280,000
Federal E-rate	\$ 5,202,243	\$ 7,326,450	\$ 8,000,000	\$ 9,000,000
Community Service Grant	\$ 2,432,955	\$ 2,518,264	\$ 2,431,287	\$ 2,250,000
Grant Income	\$ 593,006	\$ 534,630	\$ 507,894	\$ 39,412
Other Income	\$ 2,188,646	\$ -	\$ 1,540,401	\$ 1,109,136
TOTALS	\$ 28,603,550	\$ 30,373,244	\$ 35,906,282	\$ 34,880,448

EXPENSES				
Personnel	\$ 7,607,200	\$ 8,295,108	\$ 9,914,000	\$ 9,914,000
Circuits	\$ 10,114,518	\$ 10,891,464	\$ 13,010,874	\$ 15,212,058
Capital Equipment	\$ 3,283,100	\$ 4,154,845	\$ 4,260,800	\$ 4,660,300
Other	\$ 7,598,732	\$ 7,031,827	\$ 8,720,608	\$ 5,094,090
TOTALS	\$ 28,603,550	\$ 30,373,244	\$ 35,906,282	\$ 34,880,448

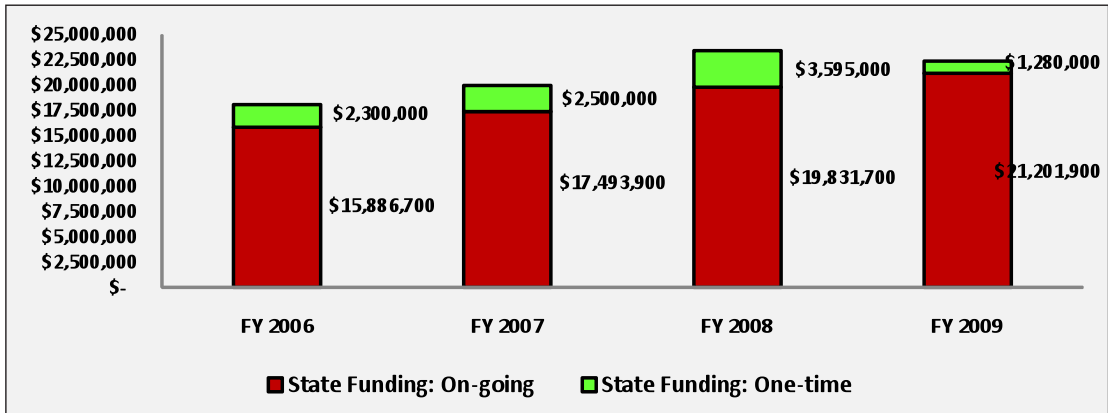
Chart 1

Budget Summary Trend



State appropriations for FY 2009 total \$22.5 million. Compared to FY 2008, on-going funds will increase by \$1.4 million, and one-time appropriations are \$2.3 million less than in FY 2008. Chart 2 plots the growth in Legislative funding to UEN from FY 2006. During the four year period since FY 2006, on-going state funding increased 33.5 percent.

Chart 2
UEN State Funding
On-Going vs One-Time



New funds allocated by the Legislature for FY 2009 are intended to increase capacity of the network backbone from 1 gigabit per second to 10 gigabits per second, provide ongoing and one-time funds to begin the first phase of awarding telecommunications contracts to increase network capacity at elementary and charter schools, and pay one-time costs for equipment to expand our course management applications to support the University of Utah and increase redundancy and reliability. The remaining new state funds will pay salary and benefit increases for UEN employees.

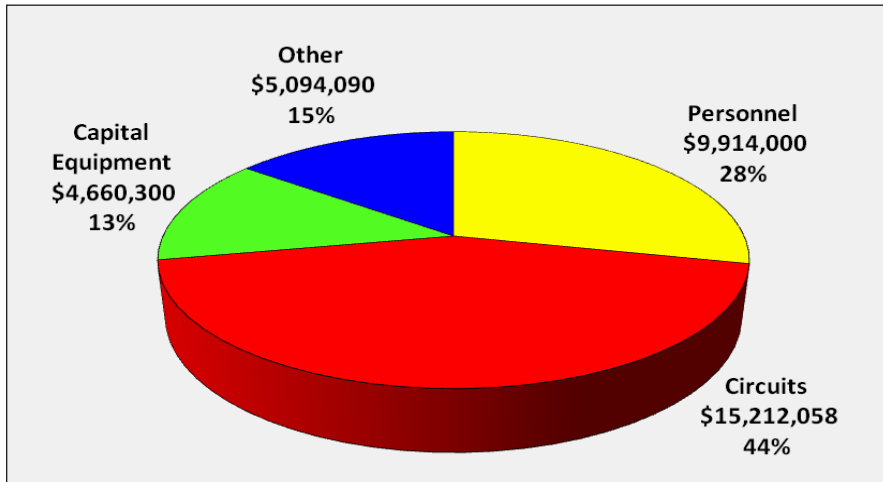
In addition to state appropriations, UEN will receive revenues from grants and E-Rate reimbursement for telecommunications services, revenues carried forward from this year, and other miscellaneous sources. An important income source in the budget is the Community Service Grant (CSG), which must be used to support KUEN and related services and personnel. E-Rate funds reimburse a portion of telecommunications services provided to public schools and paid for by UEN. We applied for somewhat higher E-Rate reimbursements for FY 2009 than in FY 2008 but have not yet received approval for the contracts that have been submitted for FY 2009. The budget reflects E-Rate reimbursements we will have actually collected during the current year or early in FY 2009, not revenues anticipated for all of FY 2009. E-Rate income is reported as Universal Service Fund Discounts, and amounts to \$9.0 million, an increase of \$1.0 million more than was budgeted for FY 2008. Since FY 2006, E-Rate funding will have increased by 73.0 percent.

2. Major Expenditure Choices

Specific departmental budget recommendations are summarized on Page 1 of Attachment A, and detailed budget proposals are outlined on Pages 3-27. The following chart illustrates the distribution of funds in the FY 2009 Budget to the major expense categories.

Chart 3

UEN Expenses 2009

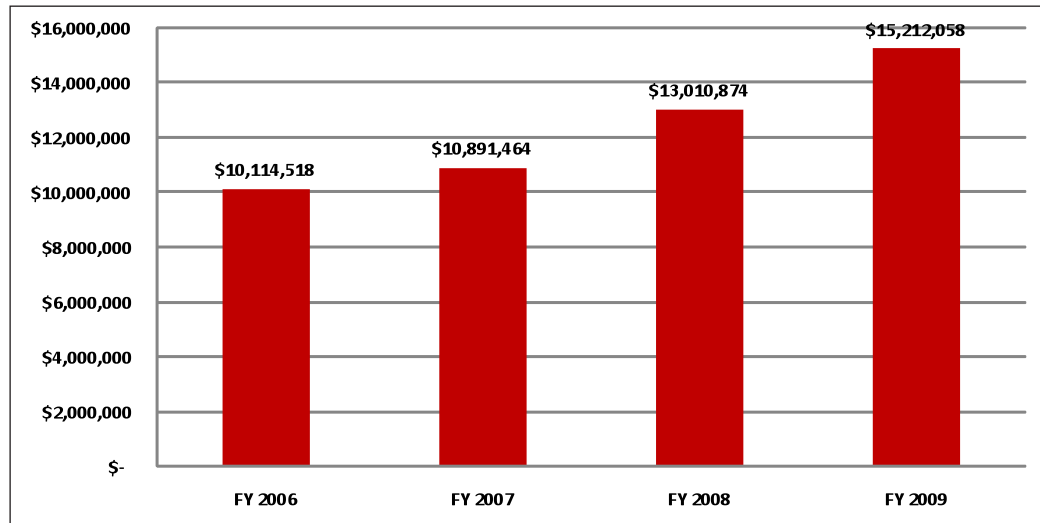


Major decisions reflected in departmental budgets are as follows:

1. UEN staff members will receive a 3.0% salary increase this year. The cost of monthly premiums for health insurance and state retirement premiums will be supported by increased state appropriations, but employee costs for benefits will also be increased by a modest amount of a few dollars per month.
2. Nearly all departmental operating budgets will remain flat or be adjusted only slightly next year.
3. The circuit budget pays for all network contracts with telecommunications providers, and will be \$15.2 million in FY 2009. That budget will now comprise about 44% of our total budget and has been increased by \$1 million from FY 2008 to FY 2009. (See Chart 4)

The growth of the circuit budget results from the dramatic increase in the capacity of the network backbone and connections to universities, colleges, district offices, and secondary schools. Since FY 2006, circuit costs increased 50.4 percent.

Chart 4
Growth in Circuit Budget



Our typical circuit connections to universities, colleges, and secondary schools have been upgraded from T1 (1.4 mb/s) to Ethernet 1000 mb/s circuits, a 700% increase in capacity. The typical cost of a T1 circuit is about \$100 per month, for a megabit cost of \$71.40 per megabit each month. 1000 mb/s Ethernet circuits have an average cost of nearly \$1,500 per month. The cost of circuits has increased 15 times, but the carrying capacity of the circuits has increased 700 percent at a cost of \$1.50 per megabit.

4. Because of excellent contracts we have negotiated during the past several years, Internet access charges will remain flat, even though Internet capacity has increased about six times since FY 2005.
5. UEN provides connectivity to both the National Lambda Rail (NLR) and Internet2, which directly benefits the researchers at the University of Utah and Utah State University and other colleges, universities, and K-12 schools through UEN-paid membership in the Internet2 SEGP program. In FY 2009, ongoing operational fees to participate in NLR and Internet 2 will cost \$312,000.
6. The technical service special project account is budgeted at \$900,000, the amount allocated by the legislature to initiate network improvements at elementary and charter schools during FY 2009. These funds will be increased substantially as funding for projects not completed during the current year will be carried forward into this account.
7. Because IP Video projects are now complete, that budget is no longer needed and all operational funds associated with managing the video operations system have been moved to the Video Operations Center budget.
8. The Course Management System (CMS) budget is \$1.37 million. It contains ongoing and one-time funds to pay for licensing, staff, and equipment expenditures to host CMS services for U of U, USU, UVU, Dixie State, Snow College, College of Eastern Utah, and UCAT.

9. In FY 2008, UEN used the UEN Satellite budget and additional one-time funds to replace the satellite system with IP Video. Starting in FY 2009, we planned with USU IT and continuing education administrators to use ongoing funds from the UENSS budget to support USU IP video needs. Ongoing funds that had previously been in the UENSS budget now total \$1.325 million, and are managed in the UEN Video Operations Center and Field Operations budgets. We also maintain a “virtual” UENSS budget that we review regularly with USU administrators to document our ongoing commitment to support USU continuing education requirements.
10. Budget support to UEN-funded activities managed by regional service centers and regional hubs will remain the same as in FY 2008. Regional trainers and regional technical staff will receive the same salary and benefit increases as UEN staff members.

3. Budget Priorities

A helpful way to show funding priorities in the FY 2009 budget is to examine the extent to which programmatic areas have received increased funding or budget reductions, from FY 2008 to FY 2009. Table 2 demonstrates that a sizeable increase in funding is recommended in the technical services and instructional service areas. The increase in technical services spending is accountable primarily to the growth in the circuit budget. The reduction of the UEN-USU satellite budget by \$4.658 million reflects elimination of the UENSS satellite budget and its transfer to UEN VOC, field operations and USU budgets and expenditure of 1-time funds in FY 2008 to convert the satellite system to IVC which were not replaced in FY 2009.

Table 2

Changes in Funding from FY 2008 to FY 2009, by Programmatic Area

Programmatic Area	Increase or Decrease in Funding
Technical Services	\$2,788,115
Instructional Services	\$233,920
Administration	\$152,849
KUEN	\$7,919
O & M, Reserves	\$672,209
Pass through to Regional Service Centers	\$16,842
Conversion of UEN-USU Satellite Project to IVC	(\$4,658,900)
Pass through to USOE	\$2,400
Public Information	(\$45,055)
Other grants	(\$179,633)
Total Funding Change, FY 2008 to FY 2009	(\$1,009,334)

Support to regional service centers and USOE will increase by a modest amount as a reflection of salary increases provided to staff supported by UEN. Public information is recommended to receive a budget reduction based on changing its role with development of the ITV guide.

A second way to demonstrate the priority of particular programs is by indicating the percentage of available state appropriations that each will receive. Table 3 ranks program areas according to the percentage of total state appropriations they receive. There is limited discretion on usage of most other revenue sources, so grants, E-Rate reimbursements, and other revenue sources are not reflected in the table.

Table 3
Percentage of State Appropriations Received by Program Areas, FY 2009

Program Area	State Appropriation	Percent of Total
Technical Services	\$16,151,771	71.84%
Instructional Services	2,030,199	9.03%
UEN-USU IVC	1,350,167	6.01%
Administration	1,371,078	6.10%
Regional Service Centers	578,246	2.57%
Pass through to USOE	118,743	0.53%
O & M, Reserves	434,500	1.93%
KUEN	317,196	1.41%
Public Information	130,000	.58%
Total State Appropriations	\$22,481,900	100.0%

Recommendation

It is recommended that the UEN Steering Committee review and approve the FY 2009 UEN Budget.

TAB 17 ATTACHMENT A

FY 2009 UEN BUDGET

UTAH EDUCATION NETWORK
BUDGET FY 2009
EXPENDITURES

DEPARTMENT	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE
Administration	2,021,766	2,184,490	2,174,615	152,849
Public Information / Communications	382,839	382,839	337,784	(45,055)
Technical Services				
Operations	14,738,288	13,560,430	16,169,641	1,431,353
Network Operations Center	1,692,239	1,692,239	1,286,373	(405,866)
Network Engineer	412,740	412,740	865,260	452,520
Field Operations	1,429,161	1,469,161	1,821,112	391,951
Applications Engineer	565,766	565,766	597,304	31,538
FY08 UEN Special Project Account	107,841	2,138,023	880,000	772,159
Technical Services Planning	278,734	288,734	283,647	4,913
Security	312,864	327,864	329,283	16,419
Enterprise Applications Support	890,169	884,493	916,008	25,839
WebCT (Blackboard)	1,344,273	1,374,561	1,374,484	30,211
NLR/Internet 2	216,560	216,560	312,000	95,440
Software Development	723,000	723,000	757,226	34,226
Video Operations	1,377,836	1,243,695	1,261,285	(116,551)
IP Video Classroom Upgrades	1,265,000	924,256	-	(1,265,000)
UEN-USU IVC (On-Going)	1,293,900	1,464,166	-	(1,293,900)
UEN-USU Satellite Conversion to IVC (One-time)	2,100,000	384,982	-	(2,100,000)
Advocates	165,975	165,975	199,705	33,730
Scheduling	103,339	103,339	101,599	(1,740)
Instructional Services				
IS Grants	19,529	19,529	-	(19,529)
KUEN - Programming	489,437	492,245	493,603	4,166
Operations	1,048,737	1,061,197	1,230,365	181,628
Web Resources	695,512	695,512	738,007	42,495
Professional Development	969,388	1,023,041	1,005,763	36,375
Other				
KUEN Broadcast Engineering	601,076	580,205	583,995	(17,081)
KUEN DTV Conversion	110,000	110,000	135,000	25,000
Operations and Maintenance	362,291	1,111,573	1,034,500	672,209
YIC, Little Bites, Big Steps & Proj. Archaeology	69,861	145,440	-	(69,861)
Internet Safety I & II	13,406	107,174		(13,406)
Water Wise Utah	104,755	122,014	8,389	(96,366)
TOTAL EXPENSES	35,906,282	35,975,243	34,896,948	(1,009,334)
TOTAL INCOME	35,168,557	35,127,308	34,896,948	(271,609)
BALANCE (INCOME LESS EXPENSES)			(0)	

**UTAH EDUCATION NETWORK
BUDGET FY 2009
INCOME**

SOURCES OF INCOME	Approved Income Budget FY 2008	Actual Income Budget FY 2008	Projected Income FY 2009	Change
STATE APPROPRIATIONS				
UEN Legislative Funding (On-Going)	17,857,800	16,477,800	16,771,733	1,086,067
UEN Legislative Funding (One-Time)	-	-	-	-
10 Gig one time			200,000	(200,000)
10 Gig on going			200,000	(200,000)
Elementary/Charter School (One-Time)			500,000	(500,000)
Elementary/Charter School (On-going)			700,000	(700,000)
Disaster Recovery Richfield Data Center (One-time)			380,000	(380,000)
UEN-USU Satellite Project	1,293,900	1,173,900	1,350,167	(56,267)
CMS - UofU (One-Time)	630,000	630,000	200,000	430,000
CMS (On-Going)	480,000	480,000	480,000	-
IP Video project (On-Going)	200,000	200,000	200,000	-
IP Video project (One-Time)	865,000	865,000	-	865,000
Network Infrastructure (On-going)	2,100,000	1,500,000	1,500,000	600,000
UEN-USU Satellite Conversion to IVC (One-Time) \$2,100,000 FY07	-	-	-	-
OTHER				
CIB	100,000	-	-	100,000
KUEN SPEC. PROJECTS	40,000	-	-	40,000
INTEREST INCOME				
KUEN/EDNET/UtahLINK	30,000	100,000	100,000	(70,000)
CARRY FORWARD				
KULC Funds Allocated for DTV	400,000	435,307	-	400,000
UEN Satellite Budget	-	170,266	-	-
FY07 UEN Special Project (After E-rate)	-	1,505,589	-	-
Operating Carry Forward	-	176,780	-	-
IS Grant: Intel Grant - Classic	19,529	19,529	-	19,529
IS Pro Dev: Teacher Training Instit & Integrating Tech	-	55,077	-	-
YIC	-	45,679	-	-
IS - Operations USOE	-	19,960	-	-
UEN TV Workshops	-	452	-	-
Security 2007 Projects Carry Forward to 2008	-	15,000	-	-
Admin Vehicle	-	20,000	-	-
KUEN Tech Broadcasting	-	5,000	-	-
Contingency	-	600,000	600,000	(600,000)
CORPORATION FOR PUBLIC BROADCASTING				
Community Service Grant	2,629,740	2,282,194	2,250,000	379,740
KUED DIRECT SUPPORT				
Training & Content	22,530	22,530	22,530	-
Public Information	33,000	33,000	16,500	16,500
GRANT INCOME				
USOE and UIMC	22,530	22,530	22,530	-
Bridgestone/Firestone Trust	8,000	7,700	7,700	300
Distance Service Grant FY08	-	44,000	-	-
USDA RUS Grant Distance Learning & Telemedicine	-	21,749	-	-
Community Impact Grant San Juan Phase II	-	66,758	-	-
Youth In Custody (YIC) USOE + CPB	69,861	69,861	-	69,861
Internet Safety Project SECP 7	13,406	21,538	-	13,406
Internet Safety Project SECP 8	-	98,670	10,286	(10,286)
Water Wise Utah	104,755	119,633	8,096	96,659
Project Archaeology	-	20,000	-	-
Little Bites, Big Steps Partnership	-	10,000	-	-
OTHER INCOME				
CMS REIMBURSEMENT (WebCT)	115,000	247,670	247,670	(132,670)
Universal Service Fund Discounts	8,000,000	7,400,000	9,000,000	(1,000,000)
Dutch John Rental	4,000	4,000	4,000	-
Service Income from EDNET	10,000	10,000	10,000	-
ITS Internet Access	-	-	-	-
Library Internet Access	21,000	21,000	21,000	-
Idaho State University Internet 1	-	-	-	-
Misc. Other	20,000	20,000	20,000	-
Sprint/Nextel	-	14,400	-	-
Pioneer Committee Workshop	-	-	-	-
Equipment Credits/University Surplus	-	-	-	-
Expenditure Recovery	-	-	-	-
COMPUTER OPERATIONS				
UNIX/Enterprise Support (Bryan Peterson)	-	-	-	-
KUED	37,087	39,105	39,105	(2,018)
KUER	10,093	12,687	12,687	(2,595)
OIT (none in FY08)	2,500	-	-	2,500
Media Solutions	28,826	22,944	22,944	5,882
TOTAL	35,168,557	35,127,308	34,896,948	366,895

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 ADMINISTRATION

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	On-Going Expenses			
					State Approp.	CSG	Other	Total On-Going
Personnel	1,135,516	1,135,516	1,221,996	86,480	540,989	681,007		1,221,996
Auditor	32,000	32,000	32,000	-	32,000	-		32,000
Supplies	40,500	40,500	45,500	5,000	22,970	-	22,530	45,500
Phones	93,000	93,000	93,000	-	-	-	93,000	93,000
Professional Development	25,200	25,200	25,200	-	18,200	-	7,000	25,200
Equipment	7,500	7,500	7,500	-	7,500	-	-	7,500
Reading First Project	-	116,540	-	-	-	-	-	-
Office Remodel Expenses	-	50,000	5,000	5,000	5,000	-	-	5,000
Vehicle Purchase	20,000	20,000	-	(20,000)	-	-	-	-
Employee Recruitment	1,000	1,000	1,000	-	1,000	-	-	1,000
In-state Travel	3,000	3,000	3,000	-	3,000	-	-	3,000
Legal Fees/Consulting	10,000	10,000	10,000	-	10,000	-	-	10,000
Tech Administration	229,050	229,050	236,090	7,040	236,090	-	-	236,090
Additional FTE	-	-	54,340	54,340	54,340	-	-	54,340
Tech Admin. Travel & Prof. Devel.	9,000	9,000	9,000	-	9,000	-	-	9,000
Instructional Support Administration	190,000	186,184	204,989	14,989	204,989	-	-	204,989
I.S. Travel & Prof. Devel.	8,000	8,000	8,000	-	8,000	-	-	8,000
Office of Info. Tech.	218,000	218,000	218,000	-	218,000	-	-	218,000
TOTAL	2,021,766	2,184,490	2,174,615	152,849	1,371,078	681,007	122,530	2,174,615

1 New FTE - moved from the Scheduling Budget to Tech Admin

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 PUBLIC INFORMATION/COMMUNICATIONS

Budget Line Item	On-Going Expenses				CHANGE	PROJECTED BUDGET FY 2009	ACTUAL BUDGET FY 2008	APPROVED BUDGET FY 2008	KUJED	State Approp.	CSG	Total On-Going
	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE								
Personnel	216,839	216,839	207,784	(9,055)	207,784	216,839	216,839				207,784	207,784
ITV Program Guide	42,500	42,500	-	(42,500)	-	42,500	42,500				-	-
Advertising	24,000	24,000	17,500	(6,500)	17,500	24,000	24,000		17,500		17,500	17,500
Other Print Advertising / Materials	32,500	32,500	38,500	6,000	38,500	32,500	32,500		38,500		38,500	38,500
Professional Development	10,000	10,000	11,250	1,250	11,250	10,000	10,000		11,250		11,250	11,250
In-state Travel	1,000	1,000	1,000	-	1,000	1,000	1,000		1,000		1,000	1,000
Equipment	4,000	4,000	4,000	-	4,000	4,000	4,000		4,000		4,000	4,000
Supplies	10,000	10,000	12,250	2,250	12,250	10,000	10,000		12,250		12,250	12,250
Non - Broadcast Promotions	28,000	28,000	28,000	-	28,000	28,000	28,000		28,000		28,000	28,000
Special Events	14,000	14,000	17,500	3,500	17,500	14,000	14,000		17,500		17,500	17,500
TOTAL	382,839	382,839	337,784	(45,055)	337,784	382,839	382,839	-	130,000	207,784	207,784	337,784

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 OPERATIONS - Jim Stewart

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	On-Goin' Expenses			One Time
					E-rate Plus Internet Reimb.	State Approp.	Total On-going	
EDNET Site Support								
Southern Utah University	45,000	45,000	45,000	-		45,000	45,000	
Davis Applied Technology Center	35,000	35,000	35,000	-		35,000	35,000	
College of Eastern Utah - Price	30,000	30,000	30,000	-		30,000	30,000	
College of Eastern Utah - San Juan	30,000	30,000	30,000	-		30,000	30,000	
Utah Valley University	45,000	45,000	45,000	-		45,000	45,000	
Salt Lake Community College	45,000	45,000	45,000	-		45,000	45,000	
PIUTE & WAYNE	10,000	10,000	10,000	-		10,000	10,000	
Regional Help Desk Support								
NUES, CUES, SESC, SEDC	267,566	267,566	275,563	8,027		275,563	275,563	
Supplies	5,000	5,000	5,000	-		5,000	5,000	
Internet Access	1,010,874	1,010,874	1,025,000	14,126	21,000	1,004,000	1,025,000	
Circuit Charges	13,177,858	12,000,000	14,187,058	1,009,200	9,000,000	5,187,058	14,187,058	
Ongoing 10 Gig			200,000	200,000		200,000	200,000	
One Time 10 Gig			200,000	200,000				200,000
Statewide Dial-in Network Services	15,000	15,000	15,000	-		15,000	15,000	
Remote Access (Paggers/Cell Phones)	22,000	22,000	22,000	-		22,000	22,000	
TOTAL	14,738,288	13,560,430	16,189,641	1,431,353	9,021,000	6,948,641	15,989,641	200,000

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 NETWORK OPERATIONS CENTER

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	On-Going Expenses State Approp.
Personnel	859,939	859,939	489,973	(369,966)	489,973
Staff Equipment	19,500	19,500	12,500	(7,000)	12,500
Professional Development & Out of State Travel	58,000	58,000	38,000	(20,000)	38,000
Equipment - HUB & End Site Maintenance	175,000	175,000	275,000	100,000	275,000
Maintenance & Renewals	310,800	210,800	210,800	(100,000)	210,800
Network Tools & Monitoring	120,000	120,000	120,000	-	120,000
Network Filtering	115,900	115,900	115,900	-	115,900
Supplies	5,000	5,000	5,000	-	5,000
Travel (In-State)	5,000	5,000	3,000	(2,000)	3,000
Remote Access / Cell & Pager	23,100	23,100	16,200	(6,900)	16,200
TOTAL	1,692,239	1,692,239	1,286,373	(405,866)	1,286,373

Additional expense to add jumpers and routers to increase bandwidth
 For tool changes and improvements for example new projectors.

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 NETWORK ENGINEERING

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	On-Going Expenses State Approp.
Personnel	364,140	364,140	797,760	433,620	797,760
In-State Travel	4,000	4,000	6,000	2,000	6,000
Equipment	5,000	5,000	5,000	-	5,000
Supplies (Misc. Staff Equip. Lab Support)	6,000	6,000	6,000	-	6,000
Professional Development	17,000	17,000	17,000	-	17,000
Network Lab	10,000	10,000	20,000	10,000	20,000
Remote Access / Cell & Pager	6,600	6,600	13,500	6,900	13,500
TOTAL	412,740	412,740	865,260	452,520	865,260

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 FIELD OPERATIONS - Don Mahaffey

Budget Line Item	Overall Expenses				CHANGE	PROJECTED BUDGET FY 2009	ACTUAL BUDGET FY 2008	APPROVED BUDGET FY 2008	USU/UE/IVC Virtual Budget
	State Approp.	Other	USU/UE/IVC Virtual Budget	USU/UE/IVC Virtual Budget					
Personnel	855,161		855,161		(61,455)	803,706	855,161	796,706	45,000
1 Inventory Specialist					63,000	63,000			63,000
2,3 USU/UE/IVC Virtual Budget /USU -Based Field Tech									76,334
2,3 USU/UE/IVC Virtual Budget /EBC -Based Field Tech									81,103
2 USU/UE/IVC Virtual Budget /Salary adjustment for UEN Field									
1 SAN JUAN FTE (J-JONES) CEU	35,000		35,000		(9,031)	25,969	35,000	25,969	
Equipment--Hub & End Site Development	270,000		270,000			270,000	270,000	270,000	
1 Professional Development	27,500		27,500		(4,500)	23,000	27,500	23,000	
Software	5,000		5,000			5,000	5,000	5,000	
In-state Travel (Network Maintenance)	37,500		37,500			37,500	37,500	37,500	
Vehicle Maintenance	46,000		46,000			46,000	46,000	46,000	24,000
2 USU/UE/IVC Virtual / Parts and Supplies						30,000		30,000	30,000
Leased Vehicles	20,000		20,000			20,000	20,000	20,000	
2 USU/UE/IVC Virtual / Vehicles for USU Base Field Tech						7,500		7,500	7,500
1 One Replacement Truck & 1/3 of San Juan Truck	33,000		33,000		(8,000)	25,000	33,000	25,000	
1 One Replacement Snowmobile	5,000		5,000		8,000	8,000	5,000	8,000	
Contracted Services	35,000		35,000			35,000	35,000	35,000	
Supplies	50,000		50,000			50,000	50,000	50,000	44,632
Staff Support Equipment	10,000		10,000			10,000	10,000	10,000	
2 USU/UE/IVC Virtual Budget/End Site Improvements						90,000		90,000	90,000
Equipment Room & Shop									
USU/UE/IVC Virtual Budget/ MCU						110,000		110,000	110,000
TOTAL	1,428,161		1,468,161		391,651	1,821,112	1,428,161	1,295,643	24,000

1 Field Operations overall budget change \$62,885 - (Inventory Specialist includes benefits)
 2 From UEN/USU IVC Virtual Budget 03728
 3 Includes actual benefits

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 APPLICATION ENGINEERING

Budget Line Item	Overall Expenses				CHANGE	PROJECTED BUDGET FY 2009	ACTUAL BUDGET FY 2008	APPROVED BUDGET FY 2008	USU/UE/IVC Virtual Budget
	State Approp.	Other	USU/UE/IVC Virtual Budget	USU/UE/IVC Virtual Budget					
Personnel	534,766		534,766		18,338	553,104	534,766	553,104	
Software & Supplies	800		800		200	1,000	800	1,000	
In-State Travel	1,700		1,700			1,700	1,700	1,700	
Equipment	8,500		8,500			8,500	8,500	8,500	
Supplies (Misc. Staff Equip, Lab Support)	4,000		4,000			4,000	4,000	4,000	
Professional Development	16,000		16,000			16,000	16,000	16,000	
1 HD- Lab						12,000		12,000	12,000
Technical Services Summer BBQ						1,000		1,000	
TOTAL	565,766		565,766		31,636	607,304	565,766	595,304	12,000

1 From UEN/USU IVC Video Virtual 03728

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 UEN SPECIAL PROJECTS

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	One-Time	
					State Approp.	E-rate
SEDC Firewall	-	-	-	-	-	-
FY08 Special Project Fund	-	32,434	-	-	-	-
FY08 Phase 4.75 and FY07 Carryforward Phase 3 & 4	107,841	2,105,589	-	(107,841)	-	-
Elementary/Charter One Time	-	-	500,000	-	500,000	-
Disaster Recovery Center- Richfield	-	-	380,000	-	380,000	-
TOTAL	107,841	2,138,023	880,000	772,169	880,000	-

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 TECHNICAL SERVICES PLANNING - Barry Bryson

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	On-Going Expenses State Approp.
Personnel	242,234	242,234	250,837	8,603	250,837
Staff Equipment	7,000	7,000	3,000	(4,000)	3,000
Software & Supplies	1,250	1,250	1,250	-	1,250
In-State Travel	1,500	1,500	1,500	-	1,500
Supplies (Misc. Staff Equip. Lab Support)	1,000	1,000	1,250	250	1,250
Remote Phone/Pager Access	3,750	3,750	3,810	60	3,810
Professional Development	7,000	7,000	7,000	-	7,000
Consulting Etc. (Real Server Licensing)	15,000	25,000	15,000	-	15,000
TOTAL	278,734	288,734	283,647	4,913	283,647

possibly 10 or 15,000

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 SECURITY - Troy Jessup

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	On-Going Expenses State Approp.
Personnel	240,564	240,564	256,483	15,919	256,483
Security Projects & Employee Equipment & Software	42,000	42,000	42,000	-	42,000
Staff Equipment	5,500	5,500	5,500	-	5,500
Professional Development	5,000	5,000	5,000	-	5,000
In State Travel	1,000	1,000	1,000	-	1,000
Software Licensing	5,200	5,200	5,700	500	5,700
UtahSaint Project	9,500	9,500	9,500	-	9,500
Phone / Pager Access	3,100	3,100	3,100	-	3,100
Supplies	1,000	1,000	1,000	-	1,000
2007 Projects Completed in 2008	-	15,000	-	-	-
TOTAL	312,864	327,864	329,283	16,419	329,283

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 Enterprise Applications Support - Bryan Peterson

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	On-Ground Expenses State Approp.	Reimbursements	Total Expenses
Personnel	422,681	417,005	431,116	14,111	356,380	74,736	431,116
Hardware and Hardware Maintenance	188,853	188,853	222,157	33,304	222,157		222,157
Software and Software Maintenance	213,920	213,920	212,620	(1,300)	212,620		212,620
Supplies	17,200	17,200	17,200	-	17,200		17,200
Professional Development	32,600	32,600	18,000	(14,600)	18,000		18,000
Telecomm Costs / Dial-in Equipment	14,915	14,915	14,915	-	14,915		14,915
TOTAL	896,169	894,493	916,008	21,515	841,272	74,736	916,008

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 WebCT (Blackboard) - Bryan Peterson

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	New Ongoing State Approp.	State Approp.	One Time	One Time Reimburse ments	Total Expenses
Personnel (NEW WEBCT PERSONNEL)	272,000	172,000	309,284	37,284		309,284			309,284
Hardware and Hardware Maintenance	297,648	321,116	64,955	(232,693)		64,955			64,955
Software and Software Maintenance	753,700	860,620	772,920	(18,720)	480,000	45,250		247,670	772,920
Lot U Web CT Migration			200,000	200,000			200,000		200,000
Professional Development	10,000	10,000	22,000	12,000		22,000			22,000
Telecomm Costs/ Equipment	4,925	4,925	4,925	-		4,925			4,925
Supplies	6,000	6,000	400	(5,600)		400			400
TOTAL	1,344,273	1,374,561	1,374,484	(30,211)	480,000	446,814	200,000	247,670	1,374,484

Does not include Telescope and Wimba Software. (In Bryan Peterson's Web CT budget)

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 Research Network - Jim Stewart, Barry Bryson

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	On-Going Expenses State Approp.
NLR Fee (FRGP Fees & Equipment)	87,760	87,760	100,000	12,240	100,000
Internet 2	100,000	100,000	100,000	-	100,000
Support for New Hire S.Corbato	-	-	50,000	50,000	50,000
NLR Local Loop	28,800	28,800	62,000	33,200	62,000
TOTAL	216,560	216,560	312,000	95,440	312,000

Proposed name change to Research Network

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 SOFTWARE DEVELOPMENT - Thomas Gourlev

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	On-Going Expenses State Approp.
Personnel	664,920	664,920	688,926	24,006	688,926
Software and Software Maintenance	3,200	13,200	12,200	9,000	12,200
Equipment	7,500	7,500	7,500	-	7,500
Supplies	3,500	3,500	3,500	-	3,500
Professional Development	41,600	31,600	41,600	-	41,600
Remote Phone / Pager Access	2,280	2,280	3,500	1,220	3,500
TOTAL	723,000	723,000	757,226	34,226	757,226

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 VIDEO OPERATIONS CENTER - Louie Valles

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	On-Going Expenses State Approp.	UEN/USU IP Virtual Video
Personnel SLC VOC	417,836	417,836	271,253	(146,583)	271,253	
Personnel from IP Video USU/UEN	680,000	520,828	545,032	(134,968)		545,032
800 Line Charges	9,000	16,654	-	(9,000)		
Parts & Supplies	4,500	4,500	4,500	-	4,500	
Equipment	25,000	25,000	47,000	22,000	25,000	22,000
Service Contracts Codecs/MCU	200,000	238,609	295,000	95,000	200,000	95,000
Telephone and Support VOC/IP		3,768	25,000	25,000		25,000
Training (for Instructors)	25,000		25,000	-		25,000
In-state Travel	1,000	1,000	2,500	1,500	1,000	1,500
Operations Retreat	1,500	1,500	3,000	1,500	1,500	1,500
Telephones	4,000	4,000	8,000	4,000	4,000	4,000
Professional Development	10,000	10,000	35,000	25,000	10,000	25,000
Service Income						
TOTAL	1,377,836	1,243,695	1,261,285	(116,551)	517,253	744,032

- Louie initiated entry of 08 budget numbers from USU/UEN IP Video Budget- revisions still needed
- Jim said this may not be needed.
- s/b 23,000 from UEN/USU IP Virtual Video budget- revision needed
- Operations Retreat not on spreadsheet showing money to VOC from UEN/USU IP Budget
- In State travel not on spreadsheet showing money to VOC from UEN/USU IP Budget
- Equipment not on spreadsheet showing money to VOC from UEN/USU IP Budget

FY 2009 BUDGET PLANNING
 IP VIDEO - Mike Petersen

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	On-Going Expenses State Approp.
Support for Scheduling	-	-	-	-	
FY2007/08 PROJECTS	1,065,000	1,065,000		(1,065,000)	
VOC - Rebuild	-	-	-	-	
RUS Grant (Oct 04) End Date 12/19/2007	-	47,883	-	-	
FY07 Funds used to pay FY08 Projects	-	(388,627)	-	-	
Service Contracts	200,000	200,000	-	-	
TOTAL	1,265,000	924,256	-	(1,265,000)	-

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 Advocates -Barry Bryson

Budget Line Item	On-Going Expenses			
	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE
Personnel	142,335	142,335	151,077	8,742
Supplies	1,000	1,000	1,000	-
Equipment	2,600	2,600	2,600	-
Wi-Fi data cards	-	-	1,440	1,440
Phones	2,240	2,240	2,088	(152)
Professional Development	5,300	5,300	8,000	2,700
In-State Travel	12,500	12,500	12,500	-
Regional Planning/ CustomerSupp	-	-	21,000	21,000
TOTAL	165,975	165,975	199,705	33,730
				189,705
				10,000

Proposed name change to Advocates

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 SCHEDULING - Louie Valles

Budget Line Item	On-Going Expenses			
	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE
Personnel	93,339	93,339	91,599	(1,740)
Equipment & Office Supplies	3,500	3,500	3,500	-
Professional Development	5,000	5,000	5,000	-
In-state Travel	1,500	1,500	1,500	-
TOTAL	103,339	103,339	101,599	(1,740)
				54,033
				47,566

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 I S GRANTS

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE
Intel Grant - CLASSIC	19,529	19,529		19,529
TOTAL	19,529	19,529	-	19,529

UTAH EDUCATION NETWORK
 FY 2008 BUDGET PLANNING
 KUEN PROGRAMMING - Laura Hunter

Budget Line Item	Actual Budget				On-Going Expenses			
	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	State Approp.	CSG	Youth in Custody	Total On-Going Expenses
KUEN Program Purchases	264,703	264,703	264,703	-	-	264,703	-	264,703
KUEN On Air	18,500	18,500	18,500	-	18,500	-	-	18,500
UEN-TV Workshops	2,000	2,452	3,000	1,000	3,000	-	-	3,000
NETA Membership	11,000	11,547	11,600	600	11,600	-	-	11,600
Videotape	13,000	13,000	13,000	-	13,000	-	-	13,000
Interconnect Dues	132,392	133,729	134,000	1,608	-	134,000	-	134,000
Dues/Fees, Wiche, P/BMA	45,042	45,514	46,000	958	46,000	-	-	46,000
Sched. Software	2,800	2,800	2,800	-	2,800	-	-	2,800
TOTAL	489,437	492,245	493,603	4,166	94,900	398,703	-	493,603

Program Detail

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 I S - OPERATIONS - Laura Hunter

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	On-going Expenses		
					State Approp.	KUED & SOE	Total On-Going Expenses
Personnel	856,824	847,071	1,026,052	169,228	987,022	39,030	1,026,052
Supplies	8,000	8,000	8,000	-	8,000		8,000
In-State Travel	3,000	3,000	3,000	-	3,000		3,000
Leased Vehicles	1,770	1,770	1,770	-	1,770		1,770
Professional Development	24,000	24,000	34,000	10,000	34,000		34,000
USOE Specialist	19,500	39,460	19,500	-	19,500		19,500
USOE Training Support	116,343	116,343	118,743	2,400	118,743		118,743
Equipment	8,300	8,300	8,300	-	8,300		8,300
Phones/Pagers	9,000	9,000	9,000	-	9,000		9,000
Program Evaluations	2,000	2,000	2,000	-	2,000		2,000
UEN Reimburse CCJJ Netsafe	-	2,253	-	-	-		-
TOTAL	1,048,737	1,061,197	1,230,365	181,628	1,191,335	39,030	1,230,365

New Position: Computer professional @ 800 + 3.5% benefits. (KUED 16,500, USOE/UMC 22,500, UEN 10,000) There will be a shortfall for the difference.
 USOE Training Specialist Support Salary will have a 2% increase on some portion to be determined.

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 IS WEB RESOURCES - Laura Hunter

Budget Line Item	FY 2008			PROJECTED BUDGET FY 2009	CHANGE	On-Going Expenses		
	APPROVED BUDGET	ACTUAL BUDGET	FY 2008			State Approp.	CSG	Total On-Going Expenses
Lesson Plans	15,000	15,000	15,000	15,000	-	15,000		15,000
Web Design & Maintenance	73,000	73,000	73,000	73,000	-	73,000		73,000
WEBCT Vista Support	6,000	6,000	6,000	6,000	-	6,000		6,000
Content Forum	4,000	4,000	4,000	4,000	-	4,000		4,000
Multimedia	2,500	2,500	2,500	2,500	-	2,500		2,500
Digital Media Services	62,000	62,000	73,800	73,800	11,800	73,800		73,800
Pioneer Committee Workshops	3,000	3,000	3,000	3,000	-	3,000		3,000
Software (Pioneer Committee)	530,012	530,012	560,707	560,707	30,695		560,707	560,707
TOTAL	695,512	695,512	738,007	738,007	42,495	177,300	560,707	738,007

1 Does not include Telescope and Wimba Software. (In Bryan Petersons Web CT budget)

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 IS PROFESSIONAL DEVELOPMENT - Laura Hunter

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	On-Going Expenses		One-Time	
					State Approp.	Firestone	Firestone	Carryforward
Personnel	543,940	543,940	575,000	31,060	575,000			
Professional Development	16,000	16,000	16,000	-	16,000			
In-state Travel	6,000	6,000	6,000	-	6,000			
Leased Vehicles	11,500	11,500	8,000	(3,500)	8,000			
Phones	16,200	16,200	16,200	-	16,200			
Regional Training Specialists	293,848	293,848	302,663	8,815	302,663			
¹ Equipment	17,700	17,700	17,700	-	17,700			
Software	4,500	4,500	4,500	-	4,500			
Workshop Supplies-Duplications/Mailings	15,200	15,200	15,200	-	15,200			
Contract Trainers	4,500	4,500	4,500	-	4,500			
ITC Workshops	40,000	93,653	40,000	-	22,307		7,700	9,993
TOTAL	969,388	1,023,041	1,005,763	36,375	988,070	7,700	9,993	

¹ Does not include carryforward from Equip. in FY08

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 KUEN Broadcast Engineering

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	State Approp.	CSG	Carryforward	Total Expenses
Personnel	293,009	293,009	301,799	8,790		301,799	-	301,799
KUEN Transmitter	19,967	19,967	30,000	10,033	30,000	-	-	30,000
Supplies/Repairs/Maintenance	30,000	30,000	49,028	19,028	49,028	-	-	49,028
Statewide Distribution (KUEN Projects)	46,000	46,000	50,075	4,075	50,075	-	-	50,075
Statewide Distrib Base Budget (30%)	100,779	100,779	97,693	(3,086)	97,693	-	-	97,693
Professional Development	17,250	17,250	18,000	750	18,000	-	-	18,000
Equipment	68,200	68,200	37,400	(30,800)	37,400	-	-	37,400
Special Projects for KUEN	25,871	5,000		(25,871)				-
TOTAL	601,076	580,205	583,995	(17,081)	282,196	301,799	-	583,995

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 KUEN DTV Conversion

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	State Approp.	CSG	Carryforward	Total Expenses
DTV Utah Operating Costs	110,000	110,000	135,000	25,000	35,000	100,000	-	135,000
TOTAL	110,000	110,000	135,000	25,000	35,000	100,000	-	135,000

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 UEN-USU IP Video (Previously Satellite) PROJECT

					One-Time Expenses
Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	Satellite State Approp.
Annual Cost for Space Segment	180,000	180,000		(180,000)	
800 Line Charges	9,000	9,000		(9,000)	
Parts & Supplies	30,000	30,000		(30,000)	
Personnel USU/UEN	680,000	680,000		(680,000)	
New FTE Entry Level Field Engineer	45,000	45,000		(45,000)	
Vehicle Lease	4,200	4,200		(4,200)	
New Circuit Costs (4)	150,000	150,000		(150,000)	
Additional Installation Support	75,000	75,000		(75,000)	
Network Hardware Contingency	70,700	70,700		(70,700)	
IP Telephone Hardware & Maintenance	25,000	25,000		(25,000)	
Faculty and Facilitator Training	25,000	25,000		(25,000)	
Carryforward FY2007	-	170,266		-	
Equipment	22,000	22,000		(22,000)	
Parts & Supplies	2,000	2,000		(2,000)	
In-State Travel	1,500	1,500		(1,500)	
Operations Retreat	1,500	1,500		(1,500)	
Telephones	4,000	4,000		(4,000)	
Professional Development	25,000	25,000		(25,000)	
Budget Reduction	(56,000)	(56,000)		56,000	
TOTAL	1,293,900	1,464,166	-	(1,293,900)	-

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 USU IP VIDEO FY08 ONE-TIME REPLACEMENT PROJECT

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009
Simple Classrooms (120)	1,307,405	-	
Desktop Classroom Systems Tandberg (35)	252,595	-	
Desktop Classroom Systems Sony (15)	37,500	-	
Complex Sites (6)	160,500	-	
MCU's Radvision (2)	150,000	-	
IPVCR Codian	42,000	-	
Network Improvements	50,000	-	
TOC Rebuild at USU	25,000	-	
Infrastructure Hardening (One-Time)	50,000	-	
Installations Costs	25,000	-	
TOTAL EXPENDED on above projects	-	384,982	
TOTAL	2,100,000	384,982	-

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 Operations & Maintenance

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	On-Golibo Expenses			One-Time Carryforward
					State Approp.	Other	CSG	
Building Maintenance	85,000	102,102	114,500	12,398	114,500			
EBC Computer Support	147,291	147,291	190,000	42,709	190,000			
U of U Building O & M Expense	130,000	130,000	130,000	-	130,000			
FY07 Carryforward CIB San Juan Project Phase II	-	133,517	-	(133,517)				
UEN Operating Funds	-	598,663	600,000	1,337				600,000
TOTAL	362,291	1,111,573	1,034,500	(77,073)	434,500	-	-	600,000

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 Youth in Custody

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE
Consultants/Media Solutions	-	-		-
Equipment	69,861	115,440		(69,861)
Supplies	-	-		-
Travel	-	-		-
TOTAL	69,861	115,440	-	(69,861)

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 Little Bites, Big Steps

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE
Service and Support Contracts	-	8,000		-
Consulting	-	2,000		-
TOTAL	-	10,000	-	-

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 Project Archaeology

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE
Creating Course / Consulting	-	10,000		-
Supplies	-	7,800		-
Professional Development	-	2,200		-
TOTAL	-	20,000	-	-

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 Internet Safety Project SEPC #7E02

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	One-Time
Personnel (Consultants)	7,406	(7,154)	-	(7,406)	
Travel	6,000	257	-	(6,000)	
Supplies		20,855	-	-	
Program Evaluation		-	-	-	
Consultant / Contract		-	-	-	
Reimburse CCJJ Unallowable Expenses		-	-	-	
TOTAL	13,406	8,504	-	(13,406)	-

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 Internet Safety Project SEPC #8E02

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	Carryforward
Personnel	-	50,144	10,286	10,286	10,286
Travel	-	8,336	-	-	
Equipment / Supplies / Operating	-	30,190	-	-	
Consultant / Contract	-	10,000	-	-	
TOTAL	-	98,670	10,286	10,286	10,286

UTAH EDUCATION NETWORK
 FY 2009 BUDGET PLANNING
 Water Wise Utah (PNL Grant)

Budget Line Item	APPROVED BUDGET FY 2008	ACTUAL BUDGET FY 2008	PROJECTED BUDGET FY 2009	CHANGE	One-Time Expenses		Total One-Time Expenses
					One-Time	Carryforward	
Personnel	46,560	64,027	8,389	(38,171)		8,389	8,389
Travel	4,000	7,740		(4,000)			-
Supplies	2,000	3,575		(2,000)			-
Software Licensing	16,476	9,766		(16,476)			-
Consultant / Contract	13,125	12,500		(13,125)			-
Facilities \$ Admin Costs	22,594	24,406		(22,594)			-
TOTAL	104,755	122,014	8,389	(96,366)		8,389	8,389

ARIN - LEGACY REGISTRATION SERVICE AGREEMENT (LEGACY RSA) - ACTION

Issue

The American Registry for Internet Numbers (ARIN) is responsible for distribution of IP address space in North America. ARIN has developed a Legacy Registration Service agreement (legacy RSA). UEN and many other education entities in Utah fall under the legacy status and must consider this agreement. The legacy RSA is included as Attachment A.

Background

Organizations allocated IP address blocks prior to the organization of ARIN are legacy holders of these addresses. No formal agreement exists between ARIN and these legacy holders.

There are some 4500 holders of IPv4 class B (/16) space. ARIN has developed a legacy registration agreement that formalizes arrangements with legacy holders. In a past State of Utah Registry for Internet Numbering (SURIN) board meeting this legacy registration service agreement was considered. Several issues were discussed and are outlined as follows:

1. UEN is a legacy holder of IPv4 space and must consider the legacy RSA.
2. Many other education entities in Utah are legacy holders of IPv4 space and are expecting UEN and SURIN to provide leadership in regards to signing the legacy RSA.
3. UEN has received and is administering a large block of IPv6 space allocated by ARIN. This is covered under the current Registration Service Agreement (RSA) with ARIN.
4. UEN and other entities are dependent on ARIN for any further IPv4 allocation. ARIN will consider providing this additional space only to legacy holders that have signed the Legacy RSA.

Taking all this into consideration, the SURIN Board voted on and passed the following resolution:

SURIN moves to have UEN sign the Legacy RSA pending the review and approval of

the agreement by the University of Utah legal department.

Further, SURIN moves to have UEN develop a position paper providing information to other legacy holders of IPv4 space, enabling these holders to make a decision regarding signing the ARIN Legacy RSA.

These motions passed unanimously.

Recommendation

It is recommended that the UEN Steering Committee adopt a resolution in support of this action by the SURIN Board.

Legacy LSA Version 1.1 (10/31/07)

AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. LEGACY SERVICE AGREEMENT

This LEGACY SERVICE AGREEMENT ("Legacy Agreement") is made by and between the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. ("ARIN"), a Virginia nonprofit corporation, and _____, ("Legacy Applicant"), which holds the following specifically enumerated number resources: _____, _____, _____ ("Included Number Resources"). This Legacy Agreement only covers the Included Number Resources; any other number resources held by the Legacy Applicant pursuant to an existing RSA or not described here are not covered by the terms of this Legacy Agreement.

1. INTRODUCTION

ARIN is a Regional Internet Registry serving Canada, many Caribbean and North Atlantic islands, and the United States, since 1997, is responsible for the registration, administration, and stewardship of Internet number resources in these geographic areas. To complete the process for the regularization of the Included Number Resources and the provision of certain Services (as defined herein below), Legacy Applicant must comply with the provisions of this Agreement by submitting an application, an executed Legacy Agreement and provide any requested accompanying information to ARIN. For purposes of this Legacy Agreement, the term "Services" may include, without limitation, the inclusion of the legacy IP address space, and/or Autonomous System numbers ("ASNs") previously issued to Legacy Applicant in the ARIN "WHOIS" database, inverse addressing on network blocks, maintenance of network records, and administration of IP address space related to number resources issued prior to ARIN's inception on December 22, 1997 in its service area. IP address space and ASNs shall be defined as "number resources."

2. APPLICATION

Legacy Applicant must complete a legacy application found on ARIN's website, located at "<http://www.arin.net>" (the "Website"). Legacy Applicant must: (a) provide ARIN with accurate, up-to-date and complete application information, (b) promptly notify ARIN if any of its information changes during the term of this Legacy Agreement, and (c) promptly, accurately, and completely respond to any inquiry made to Legacy Applicant by ARIN or its designee during the term of this Legacy Agreement. Legacy Applicant agrees that in applying to receive or use the Services and in using the Services, it must comply with ARIN's Number Resource Policy Manual, Certificate Practice Statement, Guidelines, and Procedures ("Policies"), as published on the Website, as long as the terms of the Policies are not inconsistent with this Legacy Agreement. In the event of any inconsistency between the Policies and this Legacy Agreement, the terms of this Legacy Agreement will prevail, including but not limited to those Policies adopted after this Legacy Agreement is executed. If Legacy Applicant fails to comply with the terms of this Legacy Agreement, ARIN may terminate this Legacy Agreement and refuse to provide the Services to Legacy Applicant.

3. EVALUATION AND ACCEPTANCE

Following Legacy Applicant's completion of the online application process, ARIN will promptly evaluate Legacy Applicant's request for the Services. Evaluation may require Legacy Applicant's submission of additional documentation to support its application such as, but not limited to, state registration, Dun & Bradstreet and/or taxpayer information, and/or registration under the province or country in which the entity is registered for verification purposes. If ARIN, in its sole and exclusive discretion, applying its published Policies and internal verification process, determines that it can provide the Services to Legacy Applicant, ARIN shall provide written notice to Legacy Applicant of its willingness to do so, and ARIN will promptly commence providing the Services to Legacy Applicant in accordance with the terms and conditions of this Legacy Agreement. If ARIN, in its sole and exclusive discretion, applying

its published Policies and internal verification process, determines that it cannot provide the Services, it will provide written notice to Legacy Applicant of its decision.

4. CONDITIONS OF SERVICE

(a) Provision. Subject to ARIN's agreement to provide the Services in accordance with Section 3 and Legacy Applicant's ongoing compliance with its obligations under this Legacy Agreement, including, without limitation, the payment of the Fees (as defined below), ARIN shall provide the Services to Legacy Applicant in accordance with this Legacy Agreement and the Policies.

(b) Change Request. If subsequent to signing this Legacy Agreement Legacy Applicant desires to change the Services that it receives from ARIN, it must provide ARIN with written notice (a "Change Request"). ARIN will evaluate Legacy Applicant's Change Request. If ARIN, in its sole and exclusive discretion, determines that it can provide the Services to Legacy Applicant as set forth in the Change Request, ARIN will commence providing the Services as modified to Legacy Applicant in accordance with the terms and conditions of this Legacy Agreement. If ARIN, in its sole and exclusive discretion, determines that it cannot provide the Services as requested by Legacy Applicant to be modified, it will provide written notice to Legacy Applicant that it cannot provide Services in accordance with the Change Request, and describe the reasons therefore. ARIN's inability to provide the Services in accordance with the Change Request may be subject to the provisions of Section 15(l) of this Agreement regarding Dispute Resolution.

(c) Cooperation. During the term of this Legacy Agreement, Legacy Applicant shall provide ARIN complete, up-to-date and accurate information, assistance, and cooperation that ARIN requests in ARIN's provision of the Services to Legacy Applicant, including, without limitation, during any review of Legacy Applicant's utilization of allocated number resources. If Legacy Applicant does not provide ARIN with required information, assistance, or cooperation that ARIN requests, ARIN may: (i) take such failure into account in determining Legacy Applicant's future allocation/assignment of additional number resources, and/or (ii) terminate this Legacy Agreement.

(d) Prohibited Conduct. In using the Services, Legacy Applicant shall not: (i) disrupt or interfere with the security or use of the Services; (ii) be found to have violated any applicable laws, statutes or regulations by a ruling of a court or government regulatory agency; or (iii) assist any third party in engaging in any activity prohibited by this Legacy Agreement. In the event a private party or governmental authority obtains a judgment from an appropriate judicial tribunal against Legacy Applicant, such other person shall send a copy of this judgment to ARIN's General Counsel at the address provided in Section 15(i). A definitive finding of a violation of law or regulation when established by a decision of a national, state, or other government authority regarding (i) through (iii) herein should similarly be sent to ARIN's General Counsel for ARIN's review and action. ARIN will cooperate with all government or judicial inquiries utilizing legally appropriate methods for obtaining information from ARIN regarding allegations of prohibited conduct.

(e) Content Control. Legacy Applicant acknowledges that content transmitted over the Internet occurs in real time. Accordingly, ARIN does not have the ability to control content accessible through or facilitated by those who receive number resources, directly or indirectly, from ARIN.

5. USE OF THE ARIN DATABASE

(a) Authorization. To obtain a digital certificate, Legacy Applicant must meet the requirements and follow the procedures as outlined in ARIN's Certificate Practice Statement ("CPS"), which is available at <http://www.arin.net/CA/>. The Administrative Point of Contact ("POC") will be the principal point of contact between Legacy Applicant and the ARIN database, and have the sole right to designate other qualifying POCs of Legacy Applicant with authority to modify the ARIN database ("Authority"). The Administrative POC will also facilitate Legacy Applicant's compliance with the terms and conditions of this Section 5. Legacy Applicant will provide ARIN with any documentation and information regarding the Administrative POC that ARIN requests. Legacy Applicant must notify ARIN immediately if: (i) an

employee with Authority has or will terminate its relationship with Legacy Applicant; (ii) an employee with Authority will have that Authority revoked; (iii) Legacy Applicant has reason to believe that an employee with Authority has granted or will grant a third party unauthorized access to the ARIN database; (iv) Legacy Applicant has any reason to believe that an employee with Authority should not be trusted; or (v) if Legacy Applicant wants to designate another Administrative POC. Notices to ARIN under this Section must be given by e-mail to hostmaster@arin.net, and will be effective when acknowledged as received by ARIN.

(b) Legacy Applicant is responsible for the timely and accurate maintenance of directory services data (WHOIS) as well as any organization to which it further sub-delegates number resources.

(c) Liability for Unauthorized Access. Legacy Applicant is solely and exclusively responsible for all acts and omissions undertaken by any of its POCs, whether or not authorized in law or in fact. Legacy Applicant is solely and exclusively responsible for the security of its access to and use of number resources in the ARIN database, and any loss or damage that Legacy Applicant suffers based on any unauthorized access thereto.

6. FEES; PAYMENTS

(a) ARIN's Standard Posted Fee Schedule Does Not Apply to the Legacy Resources Covered by This Agreement. ARIN hereby agrees that the fees it usually charges for Services will not apply to Legacy Applicants. ARIN's Fee Schedule, which is available at http://www.arin.net/billing/fee_schedule.html, does not apply to this Legacy Agreement, and a Legacy Fee Schedule will apply. For example, Legacy Applicants do not have to pay ARIN any "registration fee," typically set forth in the Fee Schedule.

(b) Annual Maintenance Fees Paid By Legacy Applicants For Resources Covered By This Agreement. Legacy Applicant shall only be required to pay ARIN the currently applicable "Annual Legacy Maintenance Fee" as set forth in the ARIN Legacy Fee Schedule. This fee shall be \$100 per year until the year 2013. ARIN will send an invoice to prompt such payment before the due date. This fee will be waived through 2013 if the Legacy Applicant returns one-fourth or more of the Included Number Resources. ARIN will accept the return of any IPv4 address block with a prefix size of a /24 or shorter. After 2013, ARIN, by vote of ARIN's Board, may annually increase the Legacy Fee by no more than (1) the amount charged non-Legacy holders for this maintenance service; and (2) no increase per year greater than \$25. If Legacy Applicant does not pay the Annual Legacy Maintenance Fee or other fees that may be owed ARIN hereunder, ARIN shall provide written notification to the Applicant approximately thirty (30) days following the date on which the payment is not made. If Legacy Applicant fails to make payment in response to the notice of delinquency, ARIN shall provide Legacy Applicant with an additional written notice, by certified or registered mail, return receipt requested, (as appropriate in each country), and, when possible, by e-mail and telephone. ARIN has the right to: (i) revoke the included number resources if unpaid after 12 months of the due date, and/or ARIN is unable to contact the Applicant after 12 months, or (ii) terminate this Legacy Agreement and stop providing the services. Any resources revoked pursuant to (i) shall be held by ARIN for a further period of 12 months by ARIN before they are reissued. Any Legacy Applicant whose resources are held by ARIN during this 12 month period may restore the services related to these resources and have the revocation nullified if it contacts ARIN and brings its account current during the foregoing 12 month period.

(c) No Refunds. All fees paid by Legacy Applicant to ARIN are nonrefundable.

7. CURRENT AND FUTURE POLICIES

As set forth in Section 2, to the extent of any conflict between the provisions of this Legacy Agreement and the Policies, the terms of this Legacy Agreement shall prevail. Notwithstanding the foregoing, pursuant to ARIN's Internet Resource Policy Evaluation Process ("IRPEP"), ARIN maintains the Policies and may at any time in its sole and absolute discretion amend the Policies, implement new

policies (which once implemented, will be considered Policies), or make certain Policies obsolete. Such amendments or new Policies shall be binding upon Legacy Applicant immediately after they are posted on the Website. Legacy Applicant acknowledges and agrees it has read, understands, and agrees to be bound by and comply with the Policies, as amended, except to the extent those Policies may conflict with the rights and duties provided Legacy Applicant in this Legacy Agreement.

8. REVIEW OF LEGACY APPLICANT'S NUMBER RESOURCES

ARIN may, no more other than annually, or whenever a transfer or additional IP address space is requested, review Legacy Applicant's utilization of previously allocated or assigned number resources and/or other Services received from ARIN to determine if Legacy Applicant is complying with this Legacy Agreement and the Policies.

9. NO PROPERTY RIGHTS

Legacy Applicant acknowledges and agrees that the number resources are not property (real, personal, or intellectual) and that Legacy Applicant does not have any property rights in or to the Included Number Resources, including but not limited by this Legacy Agreement or the prior issuance of these resources to it. Legacy Applicant further agrees that it will not attempt, directly or indirectly, to obtain or assert any trademark, service mark, copyright, or any other form of property rights in any included number resources in the United States or any other country.

10. VOLUNTARY RETURN OF INCLUDED NUMBER RESOURCES

(a) ARIN requests that Legacy Applicant conform to RFC 2050 and RFC 2008 and voluntarily return to ARIN the portion of all Included Number Resources that it is unlikely to need over the next 10 years. A Legacy Applicant that returns no less than 25% of the Included Number Resources will be eligible for a series of benefits, including partial or permanent reduction in ARIN fees, membership and meeting costs as the Board of Trustees may from time-to-time prescribe. These benefits will increase as the percentage of Included Number Resources returned increases to 50% and again at 75%. ARIN will accept the return of any IPv4 address block with a prefix size of a /24 or shorter.

(b) ARIN will take no action to reduce the services provided for Included Number Resources that are not currently being utilized by the Legacy Applicant.

11. REPRESENTATIONS AND WARRANTIES

(a) By Each Party. Each party represents and warrants to the other party that: (i) it has the full power and authority to enter into and perform its obligations under this Legacy Agreement, (ii) the assent to and performance by it of its obligations under this Legacy Agreement do not constitute a breach of or conflict with any other agreement or arrangement by which it is bound, or any applicable laws, regulations, or rules, and (iii) this Legacy Agreement constitutes a legal, valid, binding, and an executory obligation of the parties executing or assenting to this Legacy Agreement, enforceable in accordance with its terms and conditions.

(b) By Legacy Applicant. Legacy Applicant hereby represents and warrants to ARIN that during the term of this Legacy Agreement: that Legacy Applicant will comply with all applicable laws, rules, and regulations in its use of the Services, including this Legacy Agreement and the Policies.

12. BANKRUPTCY

If Legacy Applicant: (a) files any petition under any chapter of the Bankruptcy Code or other insolvency or bankruptcy law; or (b) has a petition filed against it under any insolvency or bankruptcy law; or (c) makes a general assignment for the benefit of creditors, has a receiver appointed for it, or a trustee takes possession of all or substantially all of Legacy Applicant's assets; or (d) ceases or

intends to cease its normal business operations, Legacy Applicant will notify ARIN immediately. ARIN may intervene in any such bankruptcy or insolvency proceeding or take other appropriate, lawful action to preserve its rights under this Legacy Agreement, including terminating this Agreement. Legacy Applicant agrees to consent to ARIN's intervening in any such bankruptcy court proceeding so that ARIN can protect its rights under this Legacy Agreement with respect to the rights ARIN has under this Legacy Agreement. Legacy Applicant acknowledges and agrees that this Legacy Agreement is executory.

13. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS

(a) **DISCLAIMER OF WARRANTIES.** ARIN PROVIDES THE SERVICES ON AN "AS-IS" BASIS. ARIN DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THEIR USE: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF DEFECTS, INACCURACIES, OR ERRORS, (iii) WILL MEET LEGACY APPLICANT'S REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE LEGACY APPLICANT USES. ARIN MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS LEGACY AGREEMENT, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND/OR NON-INFRINGEMENT.

(b) **EXCLUSION OF DAMAGES.** ARIN WILL NOT BE LIABLE TO LEGACY APPLICANT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST PROFITS, LOST DATA, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE SERVICES, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) **LIMITATION OF LIABILITY.** EXCEPT IN THE EVENT OF A MATERIAL BREACH OF ARIN'S REPRESENTATIONS AND WARRANTIES UNDER THIS LEGACY AGREEMENT, IN NO EVENT WILL ARIN'S LIABILITY TO LEGACY APPLICANT OR ANY THIRD PARTY EXCEED THE GREATER OF (i) THE AMOUNT PAID BY LEGACY APPLICANT TO ARIN DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) \$100.

14. TERM AND TERMINATION.

(a) **Term.** The term of this Legacy Agreement shall commence on the date Legacy Applicant first receives the Services (the "Effective Date") and shall continue for one year thereafter. This Legacy Agreement shall renew automatically on the anniversary date of the Effective Date for unlimited one-year terms, unless earlier terminated in accordance with the termination provisions of this Legacy Agreement or if either party gives written notice to the other party of its desire not to renew this Legacy Agreement at least thirty (30) days prior to the expiration of the then-current term.

(b) **Termination for Cause by ARIN.** ARIN shall have the right to terminate this Legacy Agreement for cause in accordance with Section 15(j) : (i) immediately upon written notice for the reasons as set forth in Sections 2, 4(c), 4(d), 6(b), 11, or if Legacy Applicant breaches any provision of Section 5; or (ii) upon written notice if Legacy Applicant breaches any other provision of this Legacy Agreement and such breach remains uncured in ARIN's reasonable determination for thirty (30) days following ARIN's written notice to Legacy Applicant.

(c) **Termination for Cause by Legacy Applicant.** Legacy Applicant shall have the right to seek to terminate this Legacy Agreement for cause upon written notice if ARIN materially breaches this Legacy Agreement and such breach remains uncured for thirty (30) days after ARIN's receipt of written notice of the breach from Legacy Applicant. If ARIN believes any claim of breach is not correct or has been cured, it shall respond in writing. If the Legacy Applicant still seeks to terminate for cause, it must bring action pursuant to paragraph 15(l), and obtain a judgment by the Arbitrator

chosen for this purpose that such cause to terminate exists. If such a cause for termination is found by the Arbitrator against ARIN, the Legacy Agreement will be terminated and the Included Number Resources will resume the status they had prior to the Legacy Agreement.

(d) Termination by Legacy Applicant Through Return of Number Resources. Legacy Applicant shall have the right to terminate this Legacy Agreement at any time if it returns, without limitation, all Included Number Resources. If Legacy Applicant wishes to terminate this Legacy Agreement in accordance with this Section 14(d), the Legacy Applicant must submit thirty (30) days prior written notice to ARIN of its intent to return, in total, the Included Number Resources, and must return the resources within thirty (30) days of ARIN's receipt of written notice of the Legacy Applicant's intent. This Legacy Agreement remains binding until the Legacy Applicant has returned all Legacy number resources described in this Agreement to ARIN.

(e) Effect of Termination. If this Legacy Agreement expires or is terminated except as described in paragraph 14(c): (i) ARIN will immediately revoke the number resources and otherwise cease providing the Services and will have no liability for doing so, and (ii) Legacy Applicant must immediately pay ARIN any outstanding fees that Legacy Applicant owes.

(f) Survival. The following Sections will survive termination or expiration of this Legacy Agreement: 4(e), 5(b), 5(c), 6(b), 9, 12, 13, 14(d), 14(e), and 15.

15. GENERAL PROVISIONS.

(a) Assignment or Transfer. Legacy Applicant is permitted to assign this Legacy Agreement or any of its rights or obligations under it, with ARIN's written permission, which may not be unreasonably withheld if such assignment and/or transfer is consistent with ARIN's Transfer Policies. If Legacy Applicant attempts to assign this Legacy Agreement or any rights or obligations under it, including, without limitation, by involuntary assignment to Legacy Applicant's creditors, such assignment will be of no force or effect. The event of any transaction (whether a merger, acquisition or sale) in which Legacy Applicant's controlling managerial and/or voting interest changes during the term of this Legacy Agreement shall be considered an assignment requiring ARIN's written consent to continued use of the number resources. ARIN shall have the right to freely assign this Legacy Agreement upon written notice to Legacy Applicant if ARIN is changing its corporate organization to permit a successor organization to provide the Services contemplated by this Legacy Agreement.

(b) Pursuant to Policies, Legacy Applicant consents to assume responsibility for ensuring information involving assignments and allocations from within its allocated or assigned number resources in this Agreement is correct and provided to ARIN in a timely manner.

(c) Relationship of Parties. The relationship between the parties is and will be that of independent contractors. No joint venture, partnership, employment, agency, or similar arrangement is created between the parties. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this Legacy Agreement.

(d) Entire Legacy Agreement. This Legacy Agreement (and the Policies which are hereby incorporated by reference to the extent they do not conflict with this Legacy Agreement) constitutes the entire understanding between the parties and replaces and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, express or implied, between the parties with respect to the included Number Resources which are the subject matter of this Legacy Agreement. All other RSAs for number resources from ARIN, if any, remain unchanged by this Legacy RSA.

(e) Waiver. No waiver of any provision or consent to any action under this Legacy Agreement will constitute a waiver of any other provisions or consent to any other action, nor will such waiver or

consent constitute a continuing waiver or consent or commit any party to provide past or future a waiver or consent.

(f) Severability. If any provision of this Legacy Agreement is determined to be illegal, invalid, or otherwise unenforceable by a court or tribunal of competent jurisdiction, then to the extent necessary to make such provision and/or this Legacy Agreement legal, valid, or otherwise enforceable, such provision will be limited, construed, or severed and deleted from this Legacy Agreement, and the remaining portion of such provision and the remaining other provisions hereof will survive, remain in full force and effect, and continue to be binding, and will be interpreted to give effect to the intention of the parties insofar as possible.

(g) Successors and Assigns. This Legacy Agreement will be binding upon and inure to the benefit of the parties and with respect to ARIN, its successors and permitted assigns, and with respect to Legacy Applicant, its permitted successors and assigns.

(h) No Third-Party Rights. This Legacy Agreement is made solely for the benefit of the parties and does not, and will not, be construed to grant any rights or remedies to any other person or entity other than as expressly provided for in this Legacy Agreement.

(i) Construction. This Legacy Agreement will be construed as if it was jointly drafted by both parties and may not be construed against either one.

(j) Written Notice. All "written notice" required or permitted to be given under this Legacy Agreement will be delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. mail, return receipt requested, postage prepaid, (iii) overnight courier, or (iv) electronic mail. If Legacy Applicant gives notice to ARIN, it must use ARIN's current address, which is currently: ARIN, Attention: Financial and Legal Services Department, 3635 Concorde Parkway, Suite 200, Chantilly, VA 20151, or the following e-mail address: billing@arin.net. If ARIN provides notice to Legacy Applicant, ARIN must use the contact information provided by Legacy Applicant to ARIN during the application process or other contact information provided by Legacy Applicant in accordance with the terms of this Section. All notices will be deemed received and effective as follows: (i) if by hand-delivery, on the date of delivery, (ii) if by delivery via U.S. mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, or (iv) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated.

(k) *Force Majeure*. ARIN shall not be deemed in default hereunder, nor shall ARIN be responsible for any cessation, interruption, or delay in the performance of its obligations under this Legacy Agreement where such failure of performance is the result of any *force majeure* event, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, civil disturbances, war, terrorism, armed conflict, riots, failure of contractors or subcontractors to perform, labor strike, lockout, boycott, or acts of governmental authorities. In the event a *force majeure* event extends for a period in excess of thirty (30) days in the aggregate and prevents ARIN from performing its obligations under this Legacy Agreement, ARIN may, in its discretion, terminate this Legacy Agreement immediately upon written notice to Legacy Applicant.

(l) Governing Law, Jurisdiction, Venue and Dispute Resolution. (i) This Legacy Agreement and the parties' performance under it shall be governed in all respects by, and construed in accordance with, the laws of the Commonwealth of Virginia and the United States of America. In the event of any dispute(s) regarding any term or condition or provision or performance or conduct arising out of or relating to this Legacy Agreement, the parties each agree to first seek resolution through cooperative settlement negotiations involving themselves or their representatives as they each deem appropriate; and, second, in the event cooperative settlement negotiations are not successful, or do not occur, the parties agree to submit any unresolved dispute(s) to binding and final arbitration for resolution. Such arbitration shall be held in Washington, D.C., or by agreement of both parties at any other location, in accordance with the rules of the American Arbitration Association ("AAA") then in effect.

If the Legacy Applicant's principal place of business is in any country other than the United States but within ARIN's service region, ARIN agrees to hold such arbitration pursuant to the locally prevalent equivalent of AAA arbitration rules in the capital of such country upon written request of the Legacy Applicant, provided the Applicant requests this, or if ARIN begins the proceeding if a request to transfer is received no less than 30 days after such a dispute begins. A single arbiter shall be selected by the parties by striking in turn from a list of arbiters supplied by the AAA. Each party shall bear their own attorneys' fees, and the initiating party shall initially bear the costs of the arbitration's expenses. United States and Virginia law shall be controlling. Any judgment upon the award rendered pursuant to the arbitration proceeding may be entered in any court having competent jurisdiction.

(ii) If the Legacy Applicant is part of a national, state, or local government authority whose laws or regulations require that their law, jurisdiction or domicile must apply to such an agreement, when ARIN is provided a written demonstration of such national, state, or local law or regulation, the arbitration shall be conducted pursuant to the Legacy Applicant's laws. If there is a dispute regarding applicability of such law jurisdiction or domicile, it shall be decided by the arbitral tribunal if it cannot be resolved by agreement of the parties.

(m) If any subsequent version(s) of the Legacy Service Agreement is authorized by ARIN, any prior signatory of any version of the Legacy Service Agreement may choose to substitute a signed copy of the then-extant subsequent version, with all its terms, instead of the Legacy Agreement they previously signed, and the Included Number Resources will then be governed by the subsequent version. The consideration for such change is the original agreement and the agreement to abide by the revised terms. There is no requirement for an Applicant who has signed this Agreement to engage in any subsequent version.

Agreed: (This section to be completed by Legacy Applicant)	Authorized Officer
Legal Name of Company (Legacy Applicant):	Name (Print):
D/B/A (if any):	Title (Print):
ORG ID:	Signature:
Ticket Number:	Date:
Billing Contact Information if different from authorized officer	Contact Information of Authorized Officer
Name (Print):	Phone:
Title (Print):	E-Mail:
Phone:	Street Address:
E-Mail:	City and State:
Street Address	Postal Code:
City and State	Country:
Postal Code:	
Country:	

American Registry for Internet Numbers, LTD. By: (This section to be completed by ARIN)

ARIN's Authorized Contracting Agent	
Name (Print):	Signature:
	Date:

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NETWORK PERFORMANCE METRICS - DISCUSSION

Issue

The UEN Network Operations Center continues to monitor and manage the health and utilization of the network. This report provides the latest statistics.

Background

Network Backbone Availability

Month to date:	100%
Quarter to date:	100%
Year to date:	99.996%

Network Latency Report

USU	4.6ms	-0.1ms
WSU	3.7ms	
DATC	3.4ms	
EBC	3.0ms	
SLCC	2.9ms	
UVU	2.6ms	+0.1ms
UVUW	3.2ms	
CEU	4.0ms	
SNOW	3.2ms	
SNOS	3.8ms	
SUU	5.1ms	
DIXIE	6.2ms	

Network Backbone Utilization

North Ring:	76%	+4%
Central Ring:	117%	+5%
South Ring:	46%	+17%

Internet Bandwidth Summary

Available Bandwidth: 3.9Gbps

Peak Utilization** : 2.4Gbps

Network Events of significance since the last report:

No network events were recorded.

*** Note: All "Peak Utilization" statistics are calculated using the 95th percentile industry standard formula.*

Recommendation

This is an informational item and requires no further action.

WIMBA WEB CONFERENCING - DISCUSSION

Issue

The Utah Education Network is proceeding with implementation timelines, processes and training for the WIMBA , our hosted web conferencing tool.

Background

WIMBA implementation and training has taken place at most of the higher education institutions. WIMBA Live Classroom, Voice Tools, Course Genie and Pronto services have been presented by WIMBA trainers in person and online. UEN staff have provided numerous training opportunities to staff and the public education advisory group and C-Forum. Implementation and training will now focus on K-12 users.

Recommendation

This is an informational item and requires no further action.

**PUBLIC AND HIGHER EDUCATION ADVISORY
REPORTS - DISCUSSION**

Issue

Representatives from the Public Education Advisory Committee and the Higher Education Advisory Committee will provide updates from recent committee meetings.

Background

Materials from the committee meetings will be provided.

Recommendation

This is an informational item and requires no further action.

STEERING COMMITTEE MEETING MINUTES

UTAH EDUCATION NETWORK STEERING COMMITTEE

April 11, 2008 – 9:00 a.m.

Members Present: Debbie Rakhsha for Kenning Arlitsch, Ron Barlow, Clark Baron, Steve Corbato, Jon Crawford, Doug Chandler for Stephen Fletcher, Rick Gaisford, Brenda Hales, Stephen Hess, M. K. Jeppesen, Christine Kearl, Gary Koeven, Pat Lambrose, Ronda Menlove, Donna Jones Morris, Mike Petersen, Kirk Sitterud, Jason Stanger, Ryan Thomas, Mike Petersen, Carlene Walker, Eddie Sorensen for Ray Walker, Gary Wixom.

Others Present: Charice Black, Barry Bryson, Dave Devey, Kevin Dutt, Jeff Egly, Rich Finlinson, Claire Gardner, James Hodges, Sheryl Hulmston, Laura Hunter, Troy Jessup, Doug Jones, Karen Krier, Bill Kucera, Lisa Kuhn, Don Mahaffey, Steve Mecham, Kevin Quire, Joni Robertson, Dennis Sampson, Nate Southerland, Rick Stallings, Jim Stewart, Cory Stokes (south), Louie Valles.

Welcome and Introductions

Brenda Hales welcomed everyone to the meeting and then turned it over to Mike Petersen who shared with the committee that this was Ryan Thomas' last meeting as he is retiring from College of Eastern Utah. Ryan has been a member of the Steering Committee for 9 years. He will be truly missed. Best of luck to Ryan and thanks for all of your hard work.

Committee of the Whole

Tab 7 - Summary of Legislative Results FY 2009

Mike Petersen reported that the final FY 2009 appropriation for UEN is an increase of \$2.5 million. The new funds will provide for employee compensation increases, important network projects and the first phase of a multiphase project to expand bandwidth in the elementary schools. RFPs and bids are in process for the first round of funding allocation. For a detailed breakdown on where the funding will be allocated, please see Tab 7. For a detailed breakdown on the FY 2009 budget, please see Tab 7, Attachment A.

Tab 8 - Strategic Planning and Budget for FY 2009

Mike Petersen shared that the strategic planning for the 2008-2009 fiscal year has begun. A working draft of the budget is being created at this time and will be available for distribution at the June meeting. The internal departmental budgets are also being created based upon past and present priorities and completion. During the months of April and May we will be visiting in person and on the system to exchange information and ideas with representative groups. In late May or early June the Instructional and Technical Retreats will be held to prioritize our goals and objectives to meet the needs of the state and of UEN. Members from the Steering Committee will be invited to attend the retreats.

Tab 9 - GigE and Elementary School Connections

Dennis Sampson reported that there were 2 Request for Proposals issued last fall – one was for projects to upgrade core segments of the UEN backbone to 10GB Ethernet and improve backbone segments in rural areas of the state and address expiring Internet Access contracts and capacity needs; the second was to obtain proposals for upgrading the Wide-Area-Network (WAN) capacity to elementary and charter schools statewide. UEN received 9 proposals and after a Best and Final Offer was issued in December, UEN staff made the following awards to Qwest Communications, XO Communications for the WAN circuits. The Internet Contracts were awarded to Level 3 Communications and XO Communications.

UEN's elementary school RFP was issued in October and included 22 school districts with over 250 elementary schools as well as 57 charter schools and 18 Salt Lake County library branch locations. UEN received 14 proposals and after review and evaluation the proposals were awarded to the following telecom providers: Centracom Interactive, Conterra Broadband, Frontier Communications, Emery Telephone, Qwest Communications and South Central.

For a detailed breakout of the proposal for Phase I, please see Tab 9, page 11.

A motion was made and seconded to approve the proposal as it's been presented. THIS MOTION CARRIED.

Tab 10 - my.uen Web Statistics

Karen Krier shared with the committee the amount of growth this Web site has experienced this last year. For a detailed table on the growth statistics please see Tab 10. My.uen is the online service that educators use to register with UEN, to access UEN tools, and to build a public web page. Some of the features that are available on my.uen include document upload, bookmarks, links to Utah core curriculum and resources, and many more features.

Tab 11 - uen.org Redesign

Karen Krier also reported that uen.org is undergoing a "face change". The launch of the revised web page is expected within the next two weeks. One of the goals with the redesign is to make web visitors who dropped deep into our web page, via a search engine result, aware of all the other wonderful resources UEN offers. User feedback indicated that UEN's online resources and content are useful, but often difficult to

locate. The revised home page is organized so that our major resources can be found quickly and accessed in only one or two mouse clicks.

Tab 12 - Southwest Vista User's Group Conference Report 2008

Laura Hunter reported that the 2008 Southwest Vista User's Group Conference was held at Fort Douglas Officers' Club this year on March 18-19, 2008. There was a 40% increase in attendance from last year. Laura was joined by Jared Covili as they gave the keynote address this year and more than half of the breakout sessions were presented by Utah Higher Education or UEN representatives. For a detailed summary of the conference please see Tab 12.

Tab 13 - Tandberg Awarded New Interactive Video Conferencing Platform

Jeff Egly reported that after a four month process UEN Technical Services staff and Utah State University technical and distance education staff have completed the second of two evaluations focused on new multipoint control unit (MCU) platforms and Interactive Video Conferencing application suites for IVC management and scheduling. The intent of this evaluation was to identify the next generation platform for UEN's IVC network to insure it meets the current and future needs of Distance Education.

The next phase of this project is the implementation, testing and sign-off of the total awarded solution. Leading up to June 1st, the deadline for this phase, UEN will install seven MCU's, an eighth MCU purchased by the College of Eastern Utah in San Juan County, a new gatekeeper, the Tandberg Management suite including load balanced servers, and fully test the solution. UEN will have the summer semester to operate the new Tandberg solution in a full production environment before the much more demanding Fall semester begins. UEN Technical Services will provide progress reports to the Steering Committee as this work progresses.

Tab 14 - Network Performance Metrics

Troy Jessup gave the statistics for the Network Performance Metrics. See Tab 14 for a detailed breakdown.

Tab 15 - Steering Committee Meeting Minutes

A motion was made and seconded to approve the minutes as submitted. THIS MOTION CARRIED.

Tab 16 -Other

Nothing to report.

Please note: detailed information and discussion of the issues are included in the materials prepared for the meeting. These materials are available online at www.uen.org/steering/materials/index.shtml. Please refer to them for additional reference.

The next Steering Committee meeting will be held on June 13, 2008, at 9:00 a.m. at the Dolores Doré Eccles Broadcast Center.

COMMITTEE OF THE WHOLE

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OTHER

