ACOE Network
Global Communication for Schools and Government

# Memorandum of Understanding for Access Plus Service

## 7/1/2015 to 6/30/2018

This agreement is between San Leandro U.S.D. (hereinafter Client) and Alameda County Office of Education Network (hereinafter ACOENet) for connection service to the statewide K-20 network (K12 Highspeed Network) and related maintenance and support. Client wishes to contract with ACOENet for connection service to the K12 Highspeed Network (K12 HSN) and ACOENet is willing to supply the connection to Client. AcoeNet and Client agree as follows:

1. SERVICES

   Services provided by ACOE are described in Appendix A. Any changes to specified circuit type/speed detailed in Appendix A must be made before the signed contract date.

2. PAYMENT

   In consideration of the services set forth above to be performed by ACOENet, Client shall pay ACOENet the amount according to the options selected in Schedule A. Client agrees to be billed and pay annually for Internet access and miscellaneous access-related service fees according to the rates established by this agreement. Client agrees to pay invoices 30 days from the date of receipt. Late payment will be grounds for termination of service. If this agreement is terminated, the Client is still responsible for any charges on the Client's account.

3. TERM

   The services outlined above shall be provided from 7/1/2015 to 6/30/2018. This agreement may be renewed by a written mutual agreement, signed by both parties**. Deadline for signed contracts is March 31, 2015. If contract is not received by this deadline, service may be terminated.**

4. ALTERATION OF AGREEMENT

   This agreement may be modified or terminated only by mutual agreement of the parties where the changes are in a writing that is signed by both parties.

5. ASSIGNABILITY

   Any product or service provided to the Client and may not be assigned, transferred or resold without written authorization from ACOE.

6. INDEMNIFICATION

   Client shall instruct its personnel and students about copyright laws and the proper use of the Internet. Client shall ensure that personnel and students abide by the policies and regulation of ACOE (See Appendix B and C). Client shall defend, hold harmless and indemnify ACOE, its agents and its employees from any damage or injuries, which may occur to persons or property as a result of its use of ACOE.

   Client agrees to use ACOE at its own risk and develop and implement policies and procedures to prevent illegal, libelous, or inappropriate use of ACOE services. ACOE specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. In no event shall ACOE be liable for any loss or other commercial damage, including, but not limited to, special, incidental, consequential or other damages.

   Client agrees to protect and indemnify ACOE against any and all liability, loss, or expense arising from claims including, but not limited to, financial liability for commercial use of the Internet, libel, unfair

competition, unfair trademarks, trade names or patents, violations of constitutional rights or rights of privacy and infringement of copyrights and property rights resulting from your use of ACOE.

Client agrees that the Laws of the State of California govern this service(s). You agree that the County of Alameda, in which ACOE is located, shall be the forum for any legal action relating to your service.

8 PENALTIES FOR IMPROPER USES

Any Client violating ACOE Acceptable Use Policy is subject to loss of network privileges. In addition, pursuant to State of California law, any unauthorized access, attempted access, or use of any state computing and/or network system is a violation of section 502 of the California Penal Code and/or other applicable federal laws, and is subject to criminal prosecution. All clients are required to adopt, at a minimum, the ACOE AUP and are encouraged to create their own.

9. INCORPORATION BY REFERENCE

1. Appendix A is incorporated into this agreement for the purpose of describing the services offered, setting forth the fee schedule, and for determining the amount the client must pay for selected services.

2. Appendix B is incorporated into this agreement for the purpose of setting forth the ACOE Web Hosting policy, which shall be followed by ACOE Web Hosting clients.

3. The Acceptable Use Policy outlined in Appendix C is local policy for ACOE. ACOE is an official Node Site for the K12 Highspeed Network and is governed by their Acceptable Use Policies. In matters pertaining to use of K12 HSN (K12 Highspeed Network) the K12 HSN AUP supersedes local policies.

We, the undersigned, agree to the above terms and conditions and we are authorized to sign on behalf of our organizations.

ORGANIZATION: _____ and ACOENet

_____ Dina Stewart, Director

Printed name and title — Printed name and title

_____ _____ _____ _____

Signature — Date — Signature — Date

Contract # 2016015 fiscal/calendar

Initial service date 7/1/2015 Final service date: 6/30/2018

# Schedule A

## Schedule of Services

**ACOENet reserves the right to refuse service to anyone at any time for violation of this agreement.**

### Organization: San Leandro USD

| Item | Qty. | Description | One Time Cost | Annual Cost |
|---|---|---|---|---|
| **Access Type/Speed** | 1 | 10 Gbps Access Plus | | $135,000.00 |
| **DNS** | | sanleandro.k12.ca.us | | $0 |
| **Domain Name** | | n/a | | $0 |
| **E-mail Accounts** | | POP3 Email Accounts | | $0 |
| **Web Hosting** | | Website Hosting w/domain name and FTP Account | | $0 |
| **Other** | | | | $0 |
| **TOTAL COST** | | | | $135,000.00 |

**Initials:** _____ _____

ORGANIZATION ACOENet

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# Appendix A
## ACOENet Access Plus Services List

**Access Services.**

ACOE-Network provides secure, monitored and managed Internet Access to its clients. As part of this service, ACOE-Network will help match an organizations need for service with available funds. ACOE-Network can also provide for an additional fee: e-mail hosting, web hosting, consulting services in areas such as desktop maintenance, server maintenance, router maintenance, security and firewall configuration, and many other services.

Basic ACOENet Access Plus services included:

- Secure, monitored and managed K12 HSN access
- Connection to the Statewide K-20 network (K12 High Speed Network), Internet2 and the commodity Internet by enabling Client to connect data circuit(s) to the Alameda County Office of Education's Network Operations Center (NOC).
- Appropriate IP address space (if needed) from ACOENet's address pool (ACOE owned).
- Primary or secondary domain name hosting service
- Network monitoring from the Alameda County Office of Education NOC to the Client border router.
- Coordination of circuit support between the local carrier and Client's IT personnel.
- Bandwidth usage reports for districts.
- Assistance with circuit selection and provisioning.
- Firewall Service

**ACOENet Access Plus Fees**

| Port Speed | Year 1 NCR | Year 1 ARC | Additional Years |
|---|---|---|---|
| 100 Mbps | $5100 | $9,400 | $9,400 |
| 500 Mbps | $7900 | $16,350*/$20,600** | $16,350*/$20,600** |
| 1 Gbps | $10200 | $19,500*/$25,500** | $19,500*/$25,500** |

*For point to point network connections
**For cloud based network connections

The pricing contained in this agreement is contingent upon the full funding of the K12 High Speed Network (K12 HSN) in the California State budget. Revised pricing will be made available in the event K12 HSN is not fully funded or K12 HSN changes it pricing schedule.

**E-mail hosting and outsourcing**

ACOENet will host your e-mail domain on its e-mail servers, allowing client access via POP3 and/or Web. E-mail is sold in blocks of five users, each block of 5 costs $15/mo. E-mail can be hosted with your domain name or one of ours.

**World Wide Web hosting**

ACOENet will host your website on its web servers. Sites are limited to 25MB of content, additional storage can be purchased at an additional fee. ACOE-Net offers several levels of service: Single e-mail account could be included for an additional $15 a year.

| | |
|---|---|
| Static Content (site contains text and graphics only, no database access or dynamic content) | $50/mo. |
| Dynamic Content (site contains static or dynamic content - .asp or .js files or requires a database) | $100/mo. |
| Each additional 5MB of storage | $10/mo. |

# Appendix B

## Alameda County Office of Education
## World Wide Web Site Creation/Maintenance Policy

The Director of technology maintains the official World Wide Web site for Alameda County Office of Education (ACOE). The purpose of the World Wide Web site at ACOE is to promote the educational mission of the ACOE and provide information for the County community of clients, schools, teachers, parents and students.

**FOR ALL CLIENTS**

The following are the policies designed to fulfill the above purpose:

- All documents must be in HTML format. The document should be in standard ASCII format and transmittable via FTP.
- All graphical images, including icons, photos, etc., must be in GIF or JPEG format.
- The department and/or the organization providing the information must maintain all web pages. The department and/or organization must update links to other web pages.
- The Director of ACOENet and his staff may review links to other web pages. There will be no links to obscene, racist, or other questionable pages allowed.
- The Director of ACOENet and his staff may review all graphical images. There will be no obscene, controversial, or copyrighted graphical images on the ACOE Web Server.
- No links to FTP or Usenet archives where obscene or questionable material may be downloaded will be allowed., No links to FTP archives where copyrighted programs or documents may be downloaded for unauthorized use will be allowed.
- Information from databases shall be free and available for world wide distribution. Any information contained in a database will not be copyrighted or contain private personal data. No individual's social security number, credit card number, or academic data shall be placed on the server without written permission from that person.
- Web pages must not interfere with the normal operation of the Alameda County Web Server or the County Network.
- Violation of any of the these policies will result in deletion and or suspension of web account(s)

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# Appendix C
# Acceptable Use Policy

**General Acceptable Use**:

**Network Etiquette:**

All users are expected to abide by the generally accepted rules to network etiquette. These include, but are not limited to the following:

(a) Be polite. Do not get abusive in your messages to others.
(b) Use appropriate language. Do not swear, use vulgarities or any other inappropriate language. Do not engage in activities, which are prohibited under state or federal law.
(c) Do not reveal your personal address or phone numbers of students or colleagues.
(d) Do not use the network in such a way that you would disrupt the use of the network by other users.
(e) All communications and information accessible via the network should assumed to be private property.

**Acceptable Uses:**

- Activities that are part of the support infrastructure needed for instruction, scholarship and institutional management of the participant institutions.
- Instructional applications engaged in by students, faculty and staff.
- Communication and exchange for professional development, to maintain currency, or to debate issues in a field or sub-field of knowledge.
- Subject matters/discipline associations, government-advisory, or standard activities related to the user's research, instructional and/or administrative activities.
- Applying for or administering grants or contracts for instruction, professional infrastructure upgrades and student support services.
- Announcements of new products or services used in instruction and institutional research.
- Access to information resources, computers, and people throughout the world.
- Interaction with students, faculty, and staff by electronic mail and other means of electronic communication.

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- Access to libraries, information resources, databases, and news from commercial, and non-commercial sources.
- Importation of licensed software or other copyrighted material for fair use or with appropriate permission.
- Administrative, academic, and research-related discussion groups.
- E-commerce activities in support of the administrative and academic programs of participant institutions.

**Unacceptable Uses:**

Examples of unacceptable use include, but are not limited to, the following:

- Any illegal use of ACOENet, or use in support of illegal activities, is prohibited. Illegal use shall be defined as use that violates local, state and/or federal law. This includes, but is not limited to, the following: stalking others, transmitting or originating any unlawful, fraudulent or defamatory communications, transmitting copyrighted material beyond the scope of fair use without permission of the copyright owner, or any communications where the message or its transmission or distribution, would constitute or would encourage conduct that is a criminal offense.
- Activities that interfere with or disrupt network users, services, or equipment. Such interference or disruption includes, but is not limited to, distribution of unsolicited advertising or mass mailings; "spamming;" propagation of computer worms or viruses; and using ACOENet to make or attempt to make unauthorized entry to other computational, informational or communications devices or resources. For the purpose of this AUP, "unsolicited advertising" includes any transmission that describes goods, products, or services that is initiated by a vendor, provider, retailer, or manufacturer of the described goods, products, or services, or by a third party retained by, affiliated with, or related to the vendor, providers, retailers, or manufacturer.
- Use in furtherance of profit-making activities (consulting for pay, sales or distribution of commercial products or services for profit, etc.) or use by for-profit companies, unless specifically authorized by ACOENet, the K12 HSN Program Steering Committee and CENIC Board of Directors.
- Use in support of partisan political activities.
- Use for private or personal activities that exceed ACOENet related research, instruction, or administrative applications, or when there is personal monetary gain.