

**RIVERSIDE COUNTY OFFICE OF EDUCATION**  
3939 Thirteenth Street  
Riverside, California 92501

**AGREEMENT FOR NETWORK AND INTERNET ACCESS AND SYSTEMS SUPPORT SERVICES  
BUSINESS AND STUDENT SYSTEM SUPPORT**

This Agreement is entered into by and between the **Riverside County Superintendent of Schools**, hereinafter referred to as "SUPERINTENDENT," and the **Perris Union High School District**, hereinafter referred to as "DISTRICT", each being a "Party" and collectively the "Parties".

**AGREEMENTS**

1. **TERM:** The term of this Agreement shall be from **July 1, 2020 through June 30, 2021**.
2. **NETWORK MANAGEMENT SERVICES:** The role of DISTRICT is strategic and critical to the success of the services provided to its schools, district offices, other educational & school and career related facilities it may have. This Agreement stipulates the responsibilities of all Parties related to the service and support of DISTRICT'S status for termination of its network transport and for provisioning its Internet access via CENIC/K12HSN via SUPERINTENDENT-K12NET.

SUPERINTENDENT and DISTRICT agree to work collaboratively to assure network connectivity, Internet access and bandwidth to CENIC/K12-HSN for DISTRICT.

Herein, DISTRICT chooses to terminate its own transport circuits for SUPERINTENDENT services and/or Internet access via CENIC/K12HSN within the property of SUPERINTENDENT and agrees to the following terms, conditions, and provisions related to such services.

SUPERINTENDENT shall provide the following services:

- A. Primary DNS and/or secondary services for .k12.ca.us
- B. Configuration, link aggregation and other services to provision Internet bandwidth at SUPERINTENDENT L3 device end. Internet bandwidth is provisioned via CENIC/K12-HSN.
- C. Notification of bandwidth usage, history of bandwidth usage and other usage statistics upon demand.
- D. Responses and notifications to complaints made by external entities involving the Digital Millennium Copyright Act (DMCA). DISTRICT agrees to expediently resolve such issues internally within District. (Also required by CENIC/K12-HSN Letter of Agency (LoA) terms and conditions).
- E. Notifications to and responses on behalf of DISTRICT regarding complaints by external parties about spam originating from DISTRICT'S network block. (Also required by CENIC/K12-HSN LoA terms and conditions).
- F. Forwarding to DISTRICT and responding to Department of Homeland Security (DHS) and other related security agencies at the federal and state level regarding suspicious activity on networks. SUPERINTENDENT also may provide remediation suggestions to DISTRICT, if known.
- G. Provide an alternate path to the Internet, where and if provisioned by CENIC/K12-HSN, should a primary CENIC/K12-HSN device or Internet access circuit fail at a SUPERINTENDENT Node location.

**INTERNET ACCESS:**

- A. The agreed upon maximum committed bandwidth-rate will be negotiated annually based upon DISTRICT'S current utilization and projected growth needs for each agreement term. Additional bandwidth beyond the committed-rate (burst-rate bandwidth), is available for use up to the maximum provisioned bandwidth provided to SUPERINTENDENT-K12NET Node Site as long as it does not negatively impact other school districts connecting to SUPERINTENDENT-K12NET Node Site. When DISTRICT exceeds the maximum committed bandwidth rate agreed upon during an agreement term, changes will be evaluated on an individual case basis for technical and financial feasibility. Additional costs will be assessed on an individual basis during each contract term for any requirements that are exclusively and only for DISTRICT'S use. This may include additional equipment provisioning, transceiver costs, and consultancy services if they are exclusively and only for DISTRICT'S specific requirements and use. Responsibility for any costs assessed will require DISTRICT approval and funding in order to complete additional DISTRICT requirements. DISTRICT transport circuits terminated need to adhere to requirements as outlined in section 5E. Should CENIC/K12-HSN upgrade the Riverside Node Site's connection to CalREN-DC, SUPERINTENDENT and DISTRICT shall renegotiate fair and equitable bandwidth terms to DISTRICT after it upgrades its equipment and bandwidth to the nearest CENIC/K12HSN Node Site.
- B. **Single Point of Contact for Connected Entities:** DISTRICT agrees to be a single point of contact for its entities connecting to CalREN-DC through the Node Site and will not publish or share direct contact information for SUPERINTENDENT'S NOC or the CENIC NOC to its staff, teachers or administrators, except agreed upon, designated individuals within DISTRICT.
- C. **Network Utilization:** DISTRICT agrees to notify SUPERINTENDENT prior to any significant changes in hosting of content or applications at the Node Site that may impact the bandwidth needs of the site. This notice is intended to ensure that SUPERINTENDENT has an adequate opportunity to conduct planning and support to meet the needs of DISTRICT. It is DISTRICT'S responsibility to communicate to SUPERINTENDENT at least one (1) fiscal year ahead of the time that new initiatives requiring additional Internet bandwidth are to be implemented by DISTRICT.
- D. **Promotion and Awareness of SUPERINTENDENT-K12NET:** DISTRICT agrees to actively communicate the existence, advantages, and procedures of SUPERINTENDENT-K12NET to all public schools within their Node Service Area. Communication should include but is not limited to:
1. Sharing of information presented to DISTRICT such as program updates, events and relevant information.
  2. Creating awareness of content initiatives and tools provided by SUPERINTENDENT.
- E. **Requests from DHS, DOJ and Other Federal, State and County Agencies for Monitoring and/or Equipment Access:** From time to time, depending on DISTRICT'S local area network, wide area network and/or Internet traffic, DISTRICT may be directly contacted by federal, state, county and local law enforcement agencies. Sometimes compliance is on a voluntary basis; other times there are legal and binding orders to comply. SUPERINTENDENT will comply with all Federal and State requests to the fullest extent of the law. In some cases, SUPERINTENDENT permits law enforcement agencies to place equipment to record, monitor or otherwise log data without DISTRICT knowledge. This equipment is directly monitored by law enforcement authorities and no data is divulged to SUPERINTENDENT. SUPERINTENDENT will provide the range of addresses leased to DISTRICT and facilitate meetings with DISTRICT representatives as requested by law enforcement authorities. DISTRICT agrees to comply with all federal, state, county and local law enforcement requests to the fullest extent of the law. Matters

will be between the requesting agency and DISTRICT. SUPERINTENDENT'S role will be to:

1. Make known the blocks of IP addresses allocated to DISTRICT
2. Respond to federal/state/county/local authority's requests to arrange meetings with DISTRICT officials at SUPERINTENDENT'S administrative offices.

F. **E-Rate Compliance Audits of Equipment and/or Circuits:** Occasionally, auditors or other subcontractors representing the FCC/SLD/E-Rate 2.0 Program may demand access to equipment and circuits. DISTRICT agrees to comply with such requests and give SUPERINTENDENT sufficient notice of auditors or subcontractors being on site. Auditors or Subcontractors will only be allowed into the Data Center, telecommunication facilities and any other location requiring controlled access with DISTRICT staff accompanying them for the duration of the visit.

3. **DISTRICT RESPONSIBILITIES:/NETWORK SERVICES:**

- A. **Connection Policies:** DISTRICT agrees to permit all schools within its district boundaries requesting access to CalREN-DC via SUPERINTENDENT-K12NET, who are otherwise eligible as determined by CENIC/K12-HSN Connectivity Policies, access to the Network.
- B. **Connecting Eligible Entities:** DISTRICT agrees to provide and/or manage the necessary equipment, data circuit(s) or dark fiber to provide a basic connection from the eligible entity's location (e.g. district office or designated Head End for school district) to SUPERINTENDENT'S Node Site.
- C. **Contacts:** DISTRICT shall manage and maintain accurate records related to emergency contacts. DISTRICT will provide a list of contacts for use in the event of emergencies and update information as it becomes available, in the format desired by SUPERINTENDENT.
- D. **Relocation of DISTRICT Head End:** In the event DISTRICT finds it necessary to change its physical location of the Head End, typically the "District Office", DISTRICT shall give written notice to SUPERINTENDENT of this need and will then cooperate with SUPERINTENDENT and its subcontractors in providing the best possible planning and implementation of the anticipated move. In the event that DISTRICT needs to relocate their aggregation site, they shall provide notice to SUPERINTENDENT by November 1st of the year preceding the move. This will ensure that the Parties are able to align circuit orders or changes to said circuit orders with the federal E-rate cycle. DISTRICT'S site equipment may be relocated to a new mutually acceptable equipment location at DISTRICT'S expense. If there are installations or other expenses related to the move of circuits, these will be paid by DISTRICT. If there are installations or other expenses related to the move of circuits these will be paid by DISTRICT. The new equipment location shall be installed in the same location as previous equipment.
- E. **Communication Circuits, Providers, Points of Entry, and Termination:** SUPERINTENDENT to DISTRICT minimum point of entry (MPOE) is to be defined as follows:
1. SUPERINTENDENT is to provide transport to the CENIC network via above described pathway. DISTRICT or its Contractor is to provide maintenance for above mentioned fiber optic cable routed within the SUPERINTENDENT'S Riverside building.
  2. If DISTRICT is to bring "other" carrier's circuits into SUPERINTENDENT'S Riverside building, then the following would be criteria that shall be followed before service is ordered by DISTRICT:
    - a. Notice to SUPERINTENDENT'S IT department head of addition of service and with allowance of adequate time to evaluate how facilities are to be integrated.
    - b. Vendor liability information to be submitted to Information Technology Services Division Head.

- c. Scope of work by vendor to be submitted to SUPERINTENDENT'S Information Technology Services Division Head.
  - d. Vendor shall provide all building entry pathways and DISTRICT shall consider all existing pathways to be for SUPERINTENDENT'S usage.
  - e. Vendor shall seal all areas of ingress into SUPERINTENDENT'S building and inspect work for integrity of isolation.
  - f. Any new, vendor provided, District WAN connection handoff to SUPERINTENDENT shall be via L3 point to point connection. Vendor handoff shall be via Ethernet RJ45 or Multimode fiber via LC connector.
3. Network changes-District shall notify SUPERINTENDENT 10 days prior regarding all WAN network changes, WAN equipment changes and WAN equipment removal. All WAN configuration or equipment changes involving SUPERINTENDENT'S staff shall be reviewed and approved by Information Technology Services Division Head before implementation is scheduled.
- F. **Data Collection:** Data collected relating to network connectivity is important to the decisions made by SUPERINTENDENT'S ITS program staff and CENIC/K12-HSN staff concerning utilization levels, projection of future needs, and securing adequate capacity to meet future demand of the CENIC/K12-HSN Node Site that DISTRICT is connected to. While SUPERINTENDENT has automated network bandwidth monitoring tools that continuously monitor usage, it may require cooperation of DISTRICT to provide bandwidth utilization and other data for its individual schools and/or other facilities located within DISTRICT'S boundaries. DISTRICT agrees to provide said data with mutually agreed timeline when requested by SUPERINTENDENT'S ITS staff or CENIC/K12-HSN.
- G. **Sizing of cooling equipment and electrical power provisioning:** Power and cooling in the facility where DISTRICT'S circuits terminate and data communications and management equipment shall be adequate, with sufficient backup cooling equipment to maintain temperature in the event of a primary equipment failure.
- H. **Use of Equipment and Facility Access:** Equipment provided to DISTRICT for service shall not be used for any purposes other than those required or authorized by SUPERINTENDENT. DISTRICT shall comply with any requests by SUPERINTENDENT that are necessary to enable SUPERINTENDENT to properly respond to any audit requirements related to an inventory of assets. DISTRICT shall also comply with requests made by SUPERINTENDENT to enable SUPERINTENDENT to monitor utilization of routing equipment, gatekeepers, and any other DISTRICT provided equipment. Facilities, space, and services provided are to be utilized strictly for the purpose they were designed for and furnished. Examples of this may be inappropriate mounting of equipment, non-redundant use of power, misusing assigned space as a storage area, or failing to clean up debris or trash in areas intended for the use of hosting equipment.
- I. **Remote Technical Assistance:** DISTRICT shall provide personnel capable of assisting in resolving technical issues for its own equipment. Said personnel shall take steps requested by SUPERINTENDENT and/or its subcontractors.
- J. **Notice of Outages:** DISTRICT agrees to notify SUPERINTENDENT Network Operations Center (NOC) four (4) business days in advance of any planned power or other outages for the equipment location. DISTRICT agrees to notify SUPERINTENDENT'S NOC immediately of any unplanned outages as soon as it is aware of the outage.
- K. **Duty to Provide Connection to CalREN:** DISTRICT agrees to provide a basic connection and adequate support for eligible entities electing to connect to CalREN through SUPERINTENDENT'S Node Site via SUPERINTENDENT-K12NET.
- L. **Providing Service as E-Rate Service Providers:** If the DISTRICT maintains a valid Service Provider Identification Number (SPIN) in the Federal E-Rate Program and should "bid services" to eligible entities in their respective Service Area, DISTRICT shall provide SUPERINTENDENT staff this information.

- M. **Changes to Entities Served:** DISTRICT shall notify SUPERINTENDENT prior to new eligible entities are connected to SUPERINTENDENT-K12NET or upgrade their connection to the Node Site as follows:
1. DISTRICT shall update SUPERINTENDENT with information related to Node Service Area annually in the month of November, prior to DISTRICT increasing transport capacity either via E-Rate filing or actual physical install.
  2. DISTRICT shall provide as much detail as possible including but not limited to connection speed, connection type, service provider, location, etc.
- N. In any instance that DISTRICT learns that a connected entity is considering disconnecting from DISTRICT, SUPERINTENDENT shall have the affirmative duty to attempt to retain the role of service provider to the entity. DISTRICT also has a duty to inform SUPERINTENDENT staff of such development in a timely manner.
4. **SUPERINTENDENT’S RESPONSIBILITIES/NETWORK SERVICES:** In exchange for service charges for an appropriately sized port(s) on its edge device to which a district transport circuit is connected to, and to maintain network management services as a Node Site for CENIC/K12-HSN, SUPERINTENDENT shall provide DISTRICT the following services:
- A. **Equipment:** SUPERINTENDENT will provide DISTRICT with the necessary ports on SUPERINTENDENT-K12NET equipment to offer service and connection from the Node Site to CalREN-DC. CENIC equipment is managed and maintained by CENIC, under contract with the K12HSN and is not part of SUPERINTENDENT or SUPERINTENDENT-K12NET. Pursuant to Paragraph 5B, DISTRICT is responsible for the equipment that aggregates basic connections from eligible entities. SUPERINTENDENT retains sole ownership of any infrastructure equipment and services provided.
- B. **Connection to CalREN-DC:** SUPERINTENDENT will provide a leased circuit(s) or other physical connection(s) to connect the Node Site to the appropriate CalREN hub or other Node Site location(s). To the extent possible, these connections will be adequately sized to provide necessary bandwidth to serve the needs of the Node Site and all connected entities. No single entity can dominate bandwidth usage; the bandwidth is shared equitably among all connected entities, including SUPERINTENDENT.
- C. **Access to Equipment Location:** SUPERINTENDENT agrees to permit DISTRICT and/or its subcontractor(s) access to the equipment location and equipment provided without unreasonable limitation. To the extent reasonably possible, such access shall be during regular business hours (normally Monday through Friday, 8:00 a.m. to 5:00 p.m. except established holidays for both Parties). The indemnification terms described in Section 7 shall apply to this section (though Section 7 is in no way limited in its application to this section). DISTRICT shall provide 36 hours advance notice for non-emergency access to any area that has shared infrastructure for SUPERINTENDENT operations. However, recognizing that emergencies may occur:
1. After-hours access on weekdays, defined as after 5pm and before 8:00 am, may be granted with a six (6) hour response time if there is sufficient staff available.
  2. For weekend access, DISTRICT agrees to reimburse SUPERINTENDENT for time and a half or double time for any classified non-management staff that needs to be dispatched to allow DISTRICT’S representatives into Node Site designated areas. If management staff is dispatched, then a reasonable hourly compensation for that employee is to be paid by DISTRICT to SUPERINTENDENT.
- D. **Contacts:** SUPERINTENDENT shall manage and maintain accurate records related to SUPERINTENDENT-K12NET Node Site contacts. SUPERINTENDENT will provide DISTRICT a list of Node Site contacts and shall update information as it becomes available.
- E. **Technical Support:** DISTRICT shall receive the benefit of technical support from SUPERINTENDENT Network Operations Center (NOC) should a SUPERINTENDENT-K12NET network outage occur. SUPERINTENDENT’S NOC

may be contacted via email (operations@SUPERINTENDENT.us) or phone (951-826-6524) during normal business hours (8:00 am through 5:00 pm). The emergency phone number for after-hours use is (951) 826-6600.

- F. **Non-Technical Support:** DISTRICT shall contact SUPERINTENDENT for non-technical support such as administrative issues including questions about this Agreement, matters that have a budgetary impact on CENIC/K12-HSN, or programmatic questions.
- G. **Service levels:** SUPERINTENDENT'S NOC will be limited to accessibility for SUPERINTENDENT-K12NET edge device(s) and for DNS changes only. CENIC/K12-HSN does not explicitly state service levels as applicable to Internet access once DISTRICT'S traffic is routed by SUPERINTENDENT to CENIC/K12-HSN's network. It however, communicates all notices of planned or unplanned downtime to SUPERINTENDENT'S authorized representatives.
- H. **Notifications:** SUPERINTENDENT will need to conduct planned maintenance for continuity of services rendered. Notification will be given 10 calendar days in advance of scheduled events and immediately in the event of emergencies.
- I. **Communications:** SUPERINTENDENT or designee shall coordinate communication activities with DISTRICT representatives for successful implementation of this Agreement.
- J. **Meetings:** SUPERINTENDENT or designee shall coordinate periodic meetings or video/conference calls with DISTRICT representatives to discuss any business related matters such as, but not limited to:
  - 1. Service or technical issues.
  - 2. Network utilization and capacity planning.
  - 3. Equipment relocation, service or upgrades.
  - 4. Planning for implementation of computer-adaptive testing.
- K. **Access to SUPERINTENDENT'S Equipment:** When SUPERINTENDENT is accessing its own equipment, including electrical and data cables located in or near DISTRICT'S allocated space, SUPERINTENDENT will make reasonable efforts to notify DISTRICT about such access as well as let DISTRICT know the impact to its equipment four (4) days in advance. Should access be required in case of emergency, SUPERINTENDENT will make reasonable attempts to notify DISTRICT contacts and attempt to schedule work during non-impact times for DISTRICT. In the case of emergencies such as fire, flood or earthquake, SUPERINTENDENT shall disable power and cooling and related water supply and return should there be imminent danger to individuals or facilities.

#### **INFORMATION SYSTEM SUPPORT:**

- A. **Standard Galaxy Support:**
  - 1. **Service Desk Support:**
    - a. Process Galaxy Access Form, to add, change and delete screens and users:
      - 1. Certification of special process to authorize board approved users the approval for Claims Payment and Approve Final Payroll screens.
    - b. Software installation support
    - c. Incident and Request for Change processing:
      - 1. Mass updates requests
      - 2. Special DB query requests
      - 3. Special request reports
  - 2. **Ongoing production reports support:**
    - a. Notification of new reports and changes/enhancements to existing reports
    - b. Responsible for the distribution of DISTRICT'S
      - 1. Daily and weekly payroll.
      - 2. Monthly, quarterly, yearly and year end reports based on established schedules.

- c. Create and distribute PDF and/or Excel report files for any requested financial reports and the scheduled monthly ledgers and electronic versions of payroll reports.
  - d. Scheduling of Actuate reports and district report requests.
  - e. Requests for new report development.
  - f. Deployment of new reports.
  - g. Requests for replacement W2, pay stub and direct deposits.
  - h. Request for the Retro Pay Calculation Reports and coordinate with the MicroStrategy reports developer.
  - i. Request for the Pay Frequency/Mismatch Payroll Periods query, coordinate with the Development Staff.
  - j. Request for the Accrual Reconciliation & Accrual Exception Reports and coordinate with the MicroStrategy reports developer.
  - k. Request for the Classified Service Seniority list.
3. **Special File Transfer Processing:**
- a. Process batch claim files
  - b. Payroll direct deposit file processing
  - c. Credit Union file transfer processing
4. **Galaxy maintenance, standard bug fixes, and minor enhancements**  
Unless explicitly stated the Galaxy maintenance window is Sunday, 12 noon to 10 p.m. Service may be interrupted during those hours. Advance notice of downtime is given wherever possible.
5. **Galaxy support website and user group meetings**

**B. Report Processing and Distribution**

- 1. Maintenance of Actuate & MicroStrategy reports (including converted Crystal reports)
- 2. Development of new countywide MicroStrategy reports
- 3. Maintenance of servers, software and licensing as related to reports
- 4. Printing and distribution of reports, via electronic mode (pdf, excel, etc.) or paper
- 5. Processing and printing of payroll and commercial warrants, direct deposit stubs, W-2, 1099 processing and warrant registers

**C. Standard RCOE Training Support**

- 1. Galaxy, OneSource, MicroStrategy and Student Information System training
- 2. Specialized training upon request
  - a. Executive style
  - b. One-on-one end user training
- 3. Provide end user documentation for Galaxy, OneSource, MicroStrategy and Student Information System
  - a. System manuals
  - b. System enhancement training documents
- 4. Deployment of new system modules for all supported applications
- 5. Office automation training

**D. Standard Retirement Reporting and Support**

- 1. STRS monthly
- 2. PERS monthly

**E. Optional Services**

Optional/Additional services and/or products may be purchased at the discretion of DISTRICT on a time and material basis according to this chart to be invoiced separately:

Custom/Advanced Reports Development	\$90.00/hour
Custom/Advanced Data Extracts (time duration more than one hour)	\$90.00/hour
Custom Advanced Mass Data Updates (time duration more than one hour)	\$90.00/hour
Direct Deposit	\$.04/transaction
Report Card processing	\$0.17/form
Postage (Performed as a service at the USPS rate as of mailing + Handling)	\$0.49/piece
Training only (Galaxy, Purchasing, Student Information System)	included
Office automation training with certification (one (1) to nine (9) participants)	\$100.00/participant
Office Automation Training without certification (1 to 9 participants)	\$65.00/participant
Group (ten (10) or more participants) office automation training with certification	\$90.00/participant
Group (10 or more participants) office automation training without certification	\$55.00/participant

**F. Galaxy Development**

Change/Enhancement Request(s) should be submitted to the Service Desk. The Prioritization Committee is to review all project requests and will place in work order for the Development Team. A project request is defined as 2 or more months of staff time. Galaxy modifications and enhancements cost estimates and release schedules will be presented annually by **March 31<sup>st</sup>** to the Galaxy Development Council. The budget and the assessment for each release shall be voted upon by the membership. By majority rule the members shall be bound by the outcome of the vote.

5. **PAYMENT:** The Parties anticipate that there will be monetary obligation on the part of DISTRICT. These are for the following components:

**NETWORK AND INTERNET:**

Since official CALPADS current year enrollment may not be available when invoicing occurs, previous year's enrollment will be used for each ensuing fiscal year.

- A. DISTRICT agrees to pay SUPERINTENDENT **\$1.50** multiplied by DISTRICT'S CALPADS 2019-20 enrollment for provisioning of Internet services.
- B. DISTRICT agrees to pay SUPERINTENDENT **\$.85** multiplied by DISTRICT'S CALPADS 2019-20 for network management.

**INFORMATION SYSTEM SUPPORT:**

- A. DISTRICT agrees to pay SUPERINTENDENT the amount of **\$4.00** multiplied by DISTRICT'S 2019-20 CALPADS enrollment for Galaxy System Support.
- B. DISTRICT agrees to pay SUPERINTENDENT the amount of **\$.40** multiplied by DISTRICT'S 2019-20 CALPADS enrollment for Report Processing and Distribution.



- C. DISTRICT agrees to pay SUPERINTENDENT the amount of **\$480.00** for Standard Retirement Reporting and Support.
- D. Galaxy Development Council Approved Development: The Electronic Time and Attendance Project has been approved by the Galaxy Development Council. Project costs will be allocated over a five year period beginning with the **14-15** school year. Each district will assume a percentage of the total cost based on the estimated total number of employees across all districts as agreed to by the Galaxy Development Council and the participating districts. There is no cost for Galaxy Electronic Time and Attendance for the 2020-21 school year.
- E. DISTRICT agrees to pay SUPERINTENDENT the amount of **\$1.25** multiplied by DISTRICT'S 2019-20 CALPADS enrollment for the End User Reporting Project.

6. **TERMINATION:**

**NETWORK SERVICES:**

- A. Either Party may terminate this Agreement with or without cause (which may include, but is not limited to the elimination of California K12 High Speed Network grant) upon a 120-day written notice to the other Party. The Parties may mutually agree to waive this notice requirement and terminate the Agreement immediately.
- B. In the event that DISTRICT fails to perform on a material term of this Agreement, SUPERINTENDENT has the right to terminate the Agreement upon seven (7) days written notice and all other rights and remedies available to it at law and equity.
- C. In the event that SUPERINTENDENT fails to perform on a material term of this Agreement, then DISTRICT shall have the right to terminate the Agreement upon seven (7) days written notice and all other rights and remedies available to it at law and equity.
- D. In the event of termination, both Parties agree to coordinate closely on any network changes in order to minimize service disruption to connected entities.

**SYSTEM SUPPORT SERVICES:**

- A. Either party may terminate this Agreement, in whole or in part, and without need for cause, by giving 30 day written notice stating the extent and effective date of termination.
- B. Upon any termination pursuant to this Paragraph taking effect, SUPERINTENDENT shall cease all work and services to the extent specified in the termination notice, and DISTRICT shall pay SUPERINTENDENT, in accordance with this Agreement, for all work and services performed prior to termination.

7. **MUTUAL INDEMNIFICATION:**

- A. DISTRICT agrees to indemnify, defend, and hold harmless SUPERINTENDENT, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on SUPERINTENDENT arising out of DISTRICT'S performance on this Agreement, except for liability resulting from the negligent or willful misconduct of SUPERINTENDENT, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless DISTRICT under this Agreement, DISTRICT shall reimburse SUPERINTENDENT for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. DISTRICT shall seek SUPERINTENDENT approval of any settlement that could adversely affect SUPERINTENDENT, its officers, agents or employees.

- B. SUPERINTENDENT agrees to indemnify, defend, and hold harmless DISTRICT, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on DISTRICT arising out of SUPERINTENDENT'S performance on this Agreement, except for liability resulting from the negligent or willful misconduct of DISTRICT, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless SUPERINTENDENT under this Agreement, SUPERINTENDENT shall reimburse DISTRICT for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. SUPERINTENDENT shall seek DISTRICT'S approval of any settlement that could adversely affect DISTRICT, its officers, agents or employees.
8. **DATA SECURITY BREACH REPORTING:** California Civil Code 1798.82(a) requires a business, such as a third party provider, or California Civil Code 1798.29(a), requires a state agency, such as SUPERINTENDENT, to notify any California resident whose unencrypted personal information, as defined, was acquired, or reasonably believed to have been acquired, by an unauthorized person. Any state agency, in accordance with California Civil Code 1798.29(e), or business, in accordance with California Civil Code 1798.82(f), when any single breach occurs that effects 500 or more California residents, is required to electronically submit a sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General.
9. **PROTECTION OF PUPIL DATA:** California local educational agencies, such as SUPERINTENDENT, and third party providers, are required by federal and state laws to protect certain pupil data, including but not limited to; financial, health, and educational records. SUPERINTENDENT must implement procedures and protective measures to ensure compliance with current federal and state privacy requirements, including but not limited to; California Education Code 49073.1, the Student Online Personal Information Protection Act (SOPIPA), the federal Family Educational Rights and Privacy Act (FERPA), the federal Children's Online Privacy Protection Act (COPPA), and the Children's Internet Protection Act (CIPA).
10. **PRIVACY OF PUPIL RECORDS:** DISTRICT is a local education agency and SUPERINTENDENT is a third party provider subject to all state and federal laws governing education, including but not limited to the California Education Code 49073.1, and the federal Family Educational Rights and Privacy Act (FERPA). The California Education Code 49073.1 states that any technology services agreements entered into, renewed, or amended after January 1, 2015, between a local education agency and a third party provider must include certain terms. These requirements apply to agreements for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as, digital software that authorizes a third party provider of educational software to access, store and use pupil records.

In addition to other penalties, an agreement that fails to comply with the requirements of this section shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any Party to this Agreement. All Parties subject to this Agreement, voided under this section, shall return all pupil records in their possession to SUPERINTENDENT.

A. Definitions:

Local Education Agency	Includes school districts, county offices of education, and charter schools.
Third Party	A provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.
Pupil Records	i. Any information directly related to a pupil that is maintained by the local educational agency. ii. Any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational agency employee.
Pupil-Generated Content	Materials created by a pupil, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content.
Personally Identifiable Information	Shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of third party provider’s software, website, service, or app, including mobile apps, whether gathered by third party provider or provided by local education agency or its users, students, or students’ parents/guardians.
Eligible Pupil	A pupil who has reached 18 years of age.

B. In compliance with applicable federal and state laws, **Appendix A, RCOE Data Security Practices and Procedures** describes how SUPERINTENDENT ensures the security and confidentiality of sensitive information and confidential records.

11. **DISPUTES:** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by SUPERINTENDENT which shall furnish the decision in writing. The decision of SUPERINTENDENT shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. DISTRICT shall proceed diligently with the performance of the Agreement pending SUPERINTENDENT’S decision.
12. **GOVERNING LAW, JURISDICTION, VENUE, AND SEVERABILITY:** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the Parties shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing Party shall be entitled to attorney’s fees in addition to whatever other relief are granted.
13. **MODIFICATIONS:** This Agreement may only be modified in writing by the mutual consent of the Parties hereto.
14. **INTERPRETATION:** This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though both Parties prepared it.

15. **ASSIGNMENT:** Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this Agreement. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.
16. **NO WAIVER OF DEFAULT:** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.
17. **EXECUTION OF COUNTERPARTS:** If this Agreement is executed in counterparts, each counterpart shall be deemed an original and all such counterparts or as many of them as the Parties preserve undestroyed shall together constitute one and the same Agreement.
18. **AUTHORITY.** The Parties warrant and represent that they have the authority to enter into this Agreement in the names, titles, capacities stated herein and on behalf of the entities, persons, or firms named herein and that all legal requirements to enter into this Agreement have been fulfilled.
19. **ENTIRE AGREEMENT:** This Agreement, including any attachments, exhibits or documents incorporated herein, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement and shall become effective upon the date it is signed by the last Party to this Agreement.

**Riverside County Superintendent of Schools**  
**3939 Thirteenth Street**  
**Riverside, CA 92501**

**Perris Union High School District**  
**155 East Fourth Street**  
**Perris, CA 92570**

Signed \_\_\_\_\_  
Authorized Signature

Signed \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Eric Calderon, Chief Technology Officer  
Division of Information Technology Services  
Printed Name and Title

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX A DEFINITIONS

- A. **“Parties”**-refers to both SUPERINTENDENT serving as the Node Site for CENIC/ K12 High Speed Network (K12-HSN), and DISTRICT that desires to terminate its E-Rate approved vendor provided data carrying transport at SUPERINTENDENT and obtain access to CENIC/K12-HSN via SUPERINTENDENT-K12NET, a network linking all contracting school districts and SUPERINTENDENT program sites back to edge network devices at SUPERINTENDENT.
- B. **“CENIC/K12HSN”**-Corporation for Educational Network Initiatives in California. This is a nonprofit public benefit corporation formed to serve the California Community Colleges, California K12 system, California State University system, California Institute of Technology, Stanford University, University of California system, the University of Southern California, along with other Independent Universities with K12HSN, as a California High Speed Network program sponsored by the California Department of Education. Its mission is to enable educators, students and staff across the state to have access to a reliable high speed network with the capacity to deliver online resources to support teaching and learning and promote academic achievement. SUPERINTENDENT is the CENIC/K12-HSN Node Site for Riverside County.
- C. **“CENIC”**-Corporation for Education Network Initiatives in California; throughout California and beyond. CENIC designs, implements, and operates CalREN-DC and experimental networks (CALREN-XD), in addition to the High Performance Network for Research (CALREN-HPR).
- D. **“CalREN”**-California Research and Education Network is a high-bandwidth, high-capacity Internet network specially designed to meet the unique requirements of the education and research communities. CalREN-DC is the particular CalREN network to which the vast majority of the state's K-20 educational institutions are connected.
- E. **“K12 Node Site” or “Node Site”**-A network aggregation point where K12 school districts can connect to CalREN-DC. Riverside County is served by two (2) Nodes, the Riverside Node at 3939 Thirteenth Street and the Indio Node at 47-110 Calhoun Street. SUPERINTENDENT-K12NET has two Node Sites within Riverside County that connect to CENIC/K12-HSN and qualify as CENIC/K12-HSN Node Sites. One is located at Riverside and the other at Indio/Calhoun.
- F. **SUPERINTENDENT-K12NET**-The network linking all the participating school districts, charter schools and community college districts within Riverside County to SUPERINTENDENT. Each of the participating members denotes a DISTRICT aggregation site which serves as the main Node for routing its traffic to the appropriate SUPERINTENDENT-K12NET Node. In turn, each SUPERINTENDENT-K12NET Node Site shall serve as a CENIC/K12-HSN Node Site.
- G. **“Node Service Area” or “Service Area”**-For CENIC/K12-HSN purposes, this is assumed to be within the county boundaries when there is a single K12HSN Node Site in a county. In the event of multiple Node Sites within a county, the Node Service Area for a particular Node Site includes those entities which are geographically closest to the respective Node Site. This provision is intended to seek the most cost-effective method of providing connectivity for eligible entities when considering issues such as local access and transport area (LATA) boundaries, equipment capacity, etc.
- H. **“E-Rate”**-A federal program that provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access. The Schools and Libraries Division (SLD) program supports connectivity, the transport, conduit or pipeline for communications using telecommunications services and/or the Internet. Discounts for support depend on the level of poverty and the urban/rural status of the population served and range from 20% to 90% of the costs of eligible services. Eligible schools, school districts and libraries may apply individually or as part of a consortium. DISTRICT is to apply for E-Rate using the 3939 Thirteenth Street address or the Indio 47-110 Calhoun Street address as one of its termination points.
- I. **“Equipment Location”**-refers to the facilities within SUPERINTENDENT’S premises where electronic networking equipment and communication circuits are placed in operation to serve as a core/edge site for DISTRICT.

- J. **“Basic Connection”**-A data circuit, which passes data packets from a DISTRICT entity’s network to CENIC/K12-HSN through the Node Site. Each Node Site may offer eligible entities different connection models based on available telecommunications infrastructure in the Service Area, access to equipment and technical resources, as well as other resources. A basic connection can range in capacity and is typically measured in Gigabits per second or (Gbps). The Node Site and eligible entity will determine connection capacity based on needs and resources.

## APPENDIX B

### RCOE Data Security Practices and Procedures

Introduction: RCOE has established an Information Security (InfoSec) Program based on industry best practices and the needs of California K12 systems. The InfoSec program involves several departments, including Operational Support Services, Personnel Services, and Information Technology Services. The departments are primary functional units that will engage with legal counsel and security service/solution providers to develop and execute improvement plans. This plan may be periodically updated to take into account improving practices and technologies and to respond to a changing threat environment. LEA's will be provided with annual updates where there have been material modifications to the practices and procedures stated below.

As of July 20, 2018, the Program has identified the following areas to be part of the continual improvement of the RCOE InfoSec practices.

1. Anti-Virus/Malware Administration and Configuration
  - a. Regularly review and examine the policies and procedures related to Anti-virus/Malware controls and the configuration of Anti-virus/Malware software and appliances
  - b. Continual improvement of Anti-virus/Malware software configuration, operation and security
  - c. Provide Anti-virus/Malware training and awareness
  - d. Practice in depth Anti-virus/Malware defense for server and end user computers
  
2. Continuity of Operations Plan (COOP) and Disaster Recovery Plan (DRP)

COOP is the collection of sets of processes and procedures carried out by an organization to ensure that essential business functions continue to operate during and after a disaster. As part of the COOP there is a **DRP**. These are the technical plans developed for specific groups within an organization to allow them to recover a particular business application. RCOE addresses these plans by:

  - a. Performing annual Business Impact Analysis with various departments to identify mission critical processes and/or departments and prioritize the recovery processes and/or departments in accordance with their level of criticality.
  - b. Secure Executive Oversight and Support for the COOP
  - c. Continual updates of documentation, content, sufficiency, testing and documentation of test results of the plans.
  
3. Firewall Administration and Configuration
  - a. Examine and document the policies and procedures related to the administration of the organizations firewall(s)
  - b. Examine and document configuration files and access control lists for the devices and/or applications and operating systems
  - c. Implement least privilege access
  - d. Documentation, content and sufficiency of firewall policies and procedures
  - e. Logical placement of firewalls
  - f. Restricted access to management interfaces
  - g. Continual evaluation of applied rule sets
  - h. Backup, recovery, and storage of configuration files
  - i. Firewall event log review and sufficient storage for retention policy

4. Network Systems and Database Vulnerability Scanning  
Perform scheduled simulations of attacks on the network and database systems by utilizing industry best of breed tools, which identify the vulnerabilities in the systems and provide recommendations for remediation.
  
5. Network Monitoring & Intrusion Detection
  - a. Regularly review the event logs to identify and correlate unauthorized, unusual, and sensitive access activity, such as:
    1. Attempted unauthorized logical and physical access;
    2. Access trends and deviations from those trends;
    3. Access to sensitive data and resources;
    4. Highly-sensitive privileged access, such as the ability to override security controls;
    5. Access modifications made by security personnel; and
    6. Unsuccessful attempts to logon to a system.
  - b. Improve documentation, content and sufficiency of network monitoring and intrusion detection policies and procedures
  
6. Patch Management
  - a. Regularly review and update systems, configuration, and applications for required systems
  - b. Sufficient testing of systems before and after patching
  - c. Maintain documentation of patch history of required systems
  
7. Physical Security

To prevent unauthorized personnel from gaining direct access to RCOE facilities that house sensitive information, the following areas are under regular review and improvement process:

  - a. Documentation, content and sufficiency of physical security policies and procedures
  - b. External: facility perimeter, perimeter lighting, parking areas, parking area lighting, landscaping, exterior building lighting, exterior doors and locks and other entry points
  - c. Internal: doors, windows, ceilings, raised floors, wiring and utility closets, ceilings, attics, basements, crawlspaces, public areas
  - d. Lock and Key control
  - e. Access control including identification systems in use and access points
  - f. Intrusion alarms
  - g. Fire detection, suppression and prevention
  - h. CCTV/digital imaging technologies
  - i. Power system and utility control points
  - j. Documentation, retired network storage, and refuse disposal
  - k. Mail Handling
  - l. Hard copy record storage
  - m. Network Operations Center
  
8. Server (Data Center Systems) Administration and Configuration

Continual improvement of the following areas:

  - a. Documentation of server implementations, policies, and procedures
  - b. Hardware, operating system, and application security
  - c. User account policy and rights assignments
  - d. Auditing policies, system changes, user rights, and access to sensitive data
  - e. Event and security log retention and regular review
  - f. Critical file and folder permissions
  - g. Remote access and security



9. Network Switch and Router Administration and Configuration  
Continual improvement of the following areas:
  - a. Develop clear documentation, content and sufficiency of policies and procedures
  - b. Streamline installation, operation and security
  - c. Regular review of configuration
  
10. Workstation Administration and Configuration  
Continual improvement of the following:
  - a. Documentation of workstation policies and procedures
  - b. Hardware security
  - c. Operating System installation, configuration and maintenance (patching)
  - d. User account policies and rights assignments
  - e. Event and security log settings and retention
  - f. Critical file and folder permissions
  - g. Remote access and security
  
11. Mobile Devices  
Regularly examine RCOE's policies and procedures related to administration of the mobile devices assigned to staff and students. The mobile devices include laptops, tablets and smartphones for both RCOE owned devices and personal devices brought onto RCOE's network.
  
12. Application Security Assessment and Mitigation  
The primary objective is to assess how effectively and efficiently RCOE ensures that no single trusted IT system user, administrator, or vendor is able to exploit vulnerabilities in RCOE's IT systems to accomplish and/or conceal an unauthorized diversion of RCOE's assets. Identify where the risk exists and evaluate the controls designed to mitigate this risk. Regularly review, evaluate, and update, if necessary, of the following IT controls:
  - a. Database administration practices.
  - b. Production control practices.
  
13. Users Awareness Training  
Develop and update timely and relevant training material to raise the level of cybersecurity awareness of users throughout the organization.