

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

AGREEMENT FOR NETWORK AND INTERNET ACCESS

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" for **participation in SUPERINTENDENT-K12NET, and CENIC/K12-HSN Internet bandwidth and access provisioning.**

RECITALS

The role of DISTRICT is strategic and critical to the success of the services provided to its schools, district office and other educational and 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.

AGREEMENTS

1. **TERM:** The Term of this Agreement shall be from **July 1, 2017, through June 30, 2018.**
2. **SERVICES:** SUPERINTENDENT shall provide to DISTRICT the following **Network Management Services:**
 1. Primary DNS and/or secondary services for .k12.ca.us
 2. Configuration, link aggregation and other services to provision Internet bandwidth at SUPERINTENDENT L3 device end. Internet bandwidth is provisioned via CENIC/K12-HSN.
 3. Notification of bandwidth usage, history of bandwidth usage and other usage statistics upon demand.
 4. 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).
 5. 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).
 6. 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.
 7. 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.

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

Cost:

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.

1. DISTRICT agrees to pay SUPERINTENDENT **\$1.50** multiplied by DISTRICT'S CALPADS 2016-17 enrollment for provisioning of Internet services.
2. DISTRICT agrees to pay SUPERINTENDENT **\$.85** multiplied by DISTRICT'S CALPADS 2016-17 for network management.

This estimate will be revised by actual official CALPADS 2016-2017 enrollment figures as reported by DISTRICT to the California Department of Education and posted on its site in the period **July 2017** through **September 2017**, and forms the basis of the **2017-18 invoice**

4. **DISTRICT RESPONSIBILITIES:**

- 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
- O. **Internet Access:** 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.
- P. **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.
- Q. **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 1 fiscal year ahead of the time that new initiatives requiring additional Internet bandwidth are to be implemented by DISTRICT.
- R. **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.
- S. **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.
- T. **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.
5. **SUPERINTENDENT'S RESPONSIBILITIES:**
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. excepting established holidays for both Parties). The indemnification terms described in Section 9 shall apply to this section (though Section 9 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 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.

6. **TERMINATION.**

- 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 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 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.

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. **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.

9. **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.

10. **MODIFICATIONS:** This Agreement may only be modified in writing by the mutual consent of the Parties hereto.
11. **INTERPRETATION:** This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though both Parties prepared it.
12. **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.
13. **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.
14. **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.
15. **AUTHORITY.** The Parties warrant and represent that they have the authority to enter into this Agreement in the names, titles, and 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.
16. **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 92570-2124

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.