



**Board of Trustees**

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February 23, 2023

Emmett Koerperich  
WILLOWS UNIFIED SCHOOL DISTRICT  
823 W Laurel Street  
Willows, CA.

Re: Information Technology Agreement: 2023 thru 2024

Dear Emmett Koerperich,

Shasta Union High School District is offering technology services to WILLOWS UNIFIED SCHOOL DISTRICT for the year 2023-2024; the contract is enclosed for your convenience. We look forward to providing WILLOWS UNIFIED SCHOOL DISTRICT with all the quality of service and professionalism the Shasta Union High School District's Information Technology Department has to offer.

If you choose Shasta Union High School District for your technology services, the network support charge to your district will be \$71000 for the 2023-2024 year and \$7447 for hosted server service.

The past year has been especially taxing on technology support with new cyber insurance requirements, 1:1 Chromebook deployment and repair, new cyber security audits, new backup upgrades and other everyday services. We are very mindful of the cost associated with this contract. We try to price our services so we can support your district the entire year for all services needed. This includes OT, special projects, and other unforeseen events.

Please review the enclosed Information Technology Agreement between WILLOWS UNIFIED SCHOOL DISTRICT and Shasta Union High School District, sign, and return the original as soon as possible.

If you choose not to participate or have any questions, please call Mike Vincelli at 225-8441.

Sincerely,

Mike Vincelli  
Director of Information Technology

**INFORMATION TECHNOLOGY AGREEMENT  
BETWEEN  
THE SHASTA UNION HIGH SCHOOL DISTRICT  
AND THE WILLOWS UNIFIED SCHOOL DISTRICT  
2023- 2024 Year**

**TERMS**

The Shasta Union High School District (SUHSD) agrees to provide management and technology services for the WILLOWS UNIFIED SCHOOL DISTRICT (WUSD). This Agreement shall be for a period beginning July 1, 2023, and ending June 30, 2024. Following this period, the Agreement shall be renewable if mutual written agreement allows. Either District may terminate the Agreement without cause by providing 120 days advance written notice.

**COMPENSATION**

The Director of Information Technology and all other employees will remain employees of the SUHSD and will be compensated per the current salary schedule.

The SUHSD will bill WUSD \$71000 for the fiscal year for IT management and technology support.  
The SUHSD will bill WUSD \$7447 for Hosted Cloud Server services for the fiscal year.

The technology service fee includes expenses incurred by the director and his IT service staff and includes, but is not limited to, salary, salary-driven benefits, health and welfare benefits, and mileage and conference expenses.

**FUNCTION OF THE SUHSD IT DEPARTMENT**

The SUHSD IT department will plan, organize and coordinate with the WUSD Superintendent or his/her designee to direct overall IT operations in school operations including purchasing, coordinating technology functions, and oversight of IT contracts.

Some employees of the SUHSD IT department are union employees and such are covered by union contract which includes a (15) minute break every 4 hours. These breaks may take place while a SUHSD union employee is on site. Technicians will be on site "as work dictates" the second week of June thru the last week of July each year.

The SUHSD will support/manage the following items: Note some of these services may be provided for remotely off site. Remote access must be made available to SUHSD via SCOE internet lines.

- Firewall – with changes and updates (Insurance Requirement)
- Crowd Strike Complete XDP/MDR Required by SUHSD (Insurance Requirement)
- MFA – Duo/Google (Insurance Requirement)
- Router(s) at all sites
- Switches
- Conductivity between sites.
- DHCP server(s)
- DNS server(s)
- SPF operations
- Network Scans – vulnerability scan of public IP space (Insurance Requirement)
- New construction planning (wiring, conduits, network equipment)
- Network troubleshooting
- File servers Windows
- Windows server
- Wireless Network
- Web servers Windows
- Connection to COE
- Active Directory support
- Backup software/Hardware with Immutability (Insurance Requirement)
- Server based printing systems

- Provide direction for desktop setup and configuration
- Desktop software
- Desktop management software
- Desktop Operating systems (windows 10 or newer)
- Printers
- Teaching software
- Trouble shoot PC hardware problems

SUHSD will respond to (remotely or on site) the following emergency situations within 4 business hours:

- Primary server down
- Router down
- Data line down
- Aeries down for entire school

All other incidents will be next business day.

This MOU does not include overtime work. If such work is required, work would be billed at \$85.00 per/hour.

### **ITEMS(s) NOT COVERED IN THIS MOU**

The SUHSD will not be responsible for the following item(s):

- Installation of PC's and other equipment after summer time room cleaning.
- Misuse of the network by staff and students or others on campus.
- Curriculum software training for development of lesson plans.
- Apple computer support.
- Phone system support.
- Software Licensing
- Clock/Bell systems
- Financial software
- Technology plans
- Web Site programming
- Erate – RFP's, bids or other priority 2 items (this can be contracted as a project)

### **HOSTED CLOUD SERVER SERVICES**

The SUHSD will provide and/or manage the following items:

- Virtual servers
- Microsoft standard server(s) licensing
- 30 working day backups Monday- Sunday with current month and 1 previous monthly backup.

### **PROHIBITED HOSTED CLOUD ACTIVITIES**

The SUHSD will not allow and the WUSD will not engage in the following activities and/or use of Managed Cloud service provided by the SUHSD:

- Video streaming from cameras to SUHSD cloud services
- Resale of SUHSD Managed Cloud service storage or CPU cycles to any other entities
- Engagement in criminal activities
- Excessive Use of System Resources, You may not use any shared system provided by SUHSD in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may prohibit the automated or scripted use of Mail Services if it has a negative impact on the mail system, or we may require you to repair coding abnormalities in your Cloud-hosted code if it unnecessarily conflicts with other Cloud customers' use of the Cloud. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system

- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network
- Interference with service to any user of the SUHSD or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks

### **Ceasing Use of SUHSD Managed Cloud Services**

The SUHSD will provide the following upon written notification of ceasing use of Managed Cloud Services:

- SUHSD will provide the entire virtual server(s) on a transport medium to client, i.e. USB hard drive(s)
- As an option WUSD may bring in their own server hardware and have the virtual servers copied over directly at a time and location to be determined by SUHSD.

It is the responsibility of the WUSD once leaving SUHSD Managed Cloud Service to provide on their own, adequate virtual server class hardware and software licensing for servers and hosting, and to hire or contract with a provider to load and configure servers on their hardware. SUHSD will retain ownership of all servers, SQL and backup software licensing.

### **WORKING CONDITIONS AND EQUIPMENT**

If it is determined that working conditions are of a hazardous or dangerous nature, employees of the SUHSD may refrain from completing work in the hazardous area until such hazard or danger has been removed or remedied.

If the contracting district has purchased equipment against the recommendations of the SUHSD, the SUHSD may at its option refuse to support or install such equipment. The SUHSD will not be held responsible for equipment/software manufactures defects in manufacturing or programming. Also if the contracting district has an outside party install equipment/software that conflicts with network or other SUHSD supported contract services, the SUHSD may at its option refuse to support or install such equipment.

### **LICENSING**

It is the responsibility of the WUSD to purchase software licensing.

### **CLERICAL SERVICES OR FUNCTIONS**

The WUSD will provide clerical services for processing of WUSD purchases and process the invoices for payment to vendors.

### **TECHNICIAN SERVICES**

The SUHSD will on occasion need the WUSD personnel to help with troubleshooting. This would consist of helping SUHSD technicians on the phone, and following SUHSD technicians instructions in diagnosing problems. WUSD will be responsible for the changing of backup tapes on a daily basis.

### **ADDITIONAL SERVICES**

Any other services provided to WUSD by SUHSD will be billed on a usage basis or project basis. Projects will be quoted with all associate costs.

### **BILLING**

Billing for services rendered will be done on a quarterly basis. Payment shall be made by WUSD within thirty (30) days of billing.

### **LIABILITY**

SUHSD knowingly, voluntarily, and for adequate consideration releases and waives, and further agrees to indemnify, hold harmless and reimburse WUSD, the members of its Board of Trustees, its officers, employees and agents, as well as any supervisor(s), from and against any claim (known or unknown, seen or unforeseen, directly or indirectly, or within or without the control of those released) for or on account of any losses, damages, personal injuries, pain and suffering, death, property damage, or any contract claims resulting from,



or arising out of, during, or in connection with any of the management services covered by this Agreement.

WUSD knowingly, voluntarily, and for adequate consideration releases and waives, and further agrees to indemnify, hold harmless and reimburse SUHSD, the members of its Board of Trustees, its officers, employees and agents, as well as any supervisor(s), from and against any claim (known or unknown, seen or unforeseen, directly or indirectly, or within or without the control of those released) for or on account of any losses, damages, personal injuries, pain and suffering, death, property damage, or any contract claims resulting from, or arising out of, during, or in connection with any of the management services covered by this Agreement.

**GOVERNING LAW**

This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California.

**ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding between the parties. It supersedes and replaces any prior agreement between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

**AMENDMENT**

This Agreement may be amended at any time during the term of the Agreement. However, such amendment shall be in writing and is only effective with the mutual consent of the Superintendents of each District.

**SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

**ATTORNEY'S FEES**

Should legal action be brought in regard to this Agreement, the prevailing party shall be entitled to recovery of attorney's fees.

**SIGNATURES**

**SHASTA UNION HIGH SCHOOL DISTRICT**

By:

  
\_\_\_\_\_  
(Authorized Signature)

Jim Cloney

Title: Superintendent

Date: 2/27/23

**WILLOWS UNIFIED SCHOOL DISTRICT**

By:

\_\_\_\_\_  
(Authorized Signature)

Emmett Koerperich

Title: Superintendent

Date: \_\_\_\_\_

Notice maybe sent to;

Mike Vincelli  
Director of IT  
Shasta Union High School District  
2200 Eureka Way  
Redding, Ca. 96001  
530-225-8441  
Fax 530-245-2690