



Board of Trustees

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Jim Cloney

August 22, 2022

Emmett Koerperich
Willows Unified School District
823 Waet Laurel St.
Willows CA 95988

Re: Managed Cloud Service 2022 thru 2023

Dear Mr. Koerperich,

Shasta Union High School District is pleased to offer the Managed Cloud Service to Willows Unified School District beginning: July 1, 2022 and ending June 30, 2023. We look forward to providing the Managed Cloud Service with the highest quality of service our District's Information Technology Department has to offer. If you choose Shasta Union High School District for your technology services, the total charge to your district will be \$7,440. Plus \$4,000 one-time start up fee. This contract will be prorated as to the billing start date, when SUHSD is able to start actual work.

We have made significant upgrades to our security infrastructure and backup systems in the last 3 months. We now have immutable off-site backups to combat ransomware and comply with new insurance requirements.

Please review the enclosed Managed Cloud Service 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
2022-2023
Year**

TERMS

The Shasta Union High School District (SUHSD) agrees to provide Managed Cloud services to the Willows Unified School District (WUSD). This Agreement shall be for a period beginning July 1, 2022, and ending June 30, 2024. Following this period, the Agreement shall be renewable if mutual written agreement allows. This agreement may not be terminated without full payment.

COMPENSATION

The WUSD shall pay the SUHSD a monthly fee of \$620 for 12 months for package 1, per attachment 1 fee schedule A. Additional items (Extras) may be purchased from the fee schedule enclosed.

SERVICES

The SUHSD will provide and manage the following items:

- All Microsoft 2019 standard server(s) licensing
- 20 working day backups Monday- Sunday with current month and 1 previous monthly backup

PROHIBITED 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

ITEMS NOT COVERED IN THIS MOU

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

- Data communication lines between the District and SUHSD
- Internet outages
- Power outages
- Acts of God, Fire, Flood, Earthquakes, Acts of Terrorism, War Acts, Cyberattacks
- Misuse of the network by staff and students or others on campus
- User/Device CALS (Client Access License) Software Licensing

Ceasing Use of SUHSD Managed Cloud Services

The SUHSD will provide following upon written notification of ceasing 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.

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 PAYMENT

Billing for services rendered will be done on a monthly basis. Payment shall be made by WUSD within thirty (30) days of billing. If WUSD fails to make payment(s) after 60 days, the SUHSD may at its considered opinion turn off all Managed Cloud Services that the WUSD is using at the time. SUHSD will not be held liable for any damages resulting from termination of Managed Cloud Services for nonpayment.

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 recover of attorney's fees.

SIGNATURES

Shasta Union High School District

By:



(Authorized Signature)

Jim Cloney

Title: Superintendent

Date: 8/19/22

Willows Unified School District

By:

(Authorized Signature)

Emmett Koerperich

Title: Superintendent

Date: _____

Notice may be 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

SUHSD Managed Cloud Services Appendix A

	Monthly Cost	Allowed Servers Max.	Ram	GHz	Storage TB
	SCHEDULE A				
Starter Package	\$390	1-4	20	12	2.00
Package 1	\$620	1-10	45	26	4
Package 2	\$1,000	1-16	65	42	6
Package 3	\$1,500	1-24	72	60	8
	Other options available				

Onetime \$1,700 setup charge for Starter Package

Onetime \$3,100 setup charge for Package 1, \$4,000 Package 2, \$5,000 Package 3

2 year contract minimum, and ***District must be on current service contract with SUHSD***

Included in all Packages.

All Microsoft 2019 standard server licensing and 1 -SQL license included (note User/Device CALs not included)

1 onsite backup Microsoft Domain Controller included in package price.

All Packages include 20 working day backups M-F

with 2 monthly backups, current month and previous month

All servers are virtual hosted on Tier 1 Nimble 2000 SAN, with N+1 hardware

Other custom pricing options available

Extras	Extra Storage 1 TB	\$70 Per Month
	Extra Ram 8 Gigs	\$40 Per Month
	Extra monthly backups	\$125 Per Month Package 1
	Extra monthly backups	\$200 Per Month Package 2
	Extra monthly backups	\$270 Per Month Package 3