

**INFORMATION TECHNOLOGY AGREEMENT  
BETWEEN  
THE SHASTA UNION HIGH SCHOOL DISTRICT  
AND THE WILLOWS UNIFIED SCHOOL DISTRICT  
2024- 2025 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, 2024, and ending June 30, 2025. 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 \$78100 for the fiscal year for IT management and technology support.  
The SUHSD will bill WUSD \$7820 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 through the last week of July each year.

The SUHSD will support/manage the following items: Note some of these services may be provided 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 (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 the entire school

All other incidents will be the 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):

- Cabling installation or repair
- Camera systems or camera installations
- Installation of PCs and other equipment after summertime room cleaning.
- Misuse of the network by staff and students or others on campus.
- Curriculum software training for the development of lesson plans.
- Apple computer support.
- Phone system support.
- Software Licensing
- PA/Clock/Bell systems
- Financial Software
- Technology plans
- Web Site Programming
- Erate – RFPs, 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 ACTIVITES**

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 the 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 WUSD purchases and processing 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 technician's 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 associated 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 an 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:

3/22/24

### 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