



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: Information Technology Network Agreement: 2022 thru 2023

Dear Mr. Koerperich,

Shasta Union High School District is offering technology services to Willows Unified School District for year 2022-23; the contract is enclosed for your convenience. We look forward to providing Willows Unified School District with all the quality of service 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 total charge to your district will be \$63,000 for the year 2022-23.

This contract will be prorated as to the billing start date, when SUHSD is able to hire a Level II Technician and start actual work.

Extra work above and beyond this contract will be billed separately. Extra work usually is need on first year start-ups.

Please review the enclosed Information Technology Agreement between Trinity Alps Unified School District and Shasta Union High School District, sign, and return the original as soon as possible. If you 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 management and technology services for the Willows Unified School District (WUSD). This Agreement shall be for a period beginning October 1, 2022, and ending June 30, 2024. Following this period, the Agreement shall be renewable if mutual written agreement allows.

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 \$63,000 for the 22-23 school year ending June 30, 2023. 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 classroom support 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.

SUHSD will try to backfill when a technician is sick or on vacation, but this will typically be a non covered time, and this contract price reflects that time.

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

The SUHSD will support/manage the following items: Note most all of these services will be provided for remotely off site.

- Conductivity between WUSD sites. This does not include COE owned lines. SUHSD will work with COE when necessary.
- DHCP server(s)
- DNS server(s)
- Network troubleshooting
- File servers Windows
- SQL servers Windows
- Web servers Windows
- Active Directory support
- Trouble Shoot Backup software/Hardware
- Server based printing systems
- Provide direction for desktop setup and configuration
- Login Scripts
- GPO Setup/Management
- Radius Server for Windows

The SUHSD will NOT support/manage the following items:

- Desktop software
- Desktop Operating systems
- Printers
- Financial software
- Teaching software
- Curriculum software
- Create new user computer accounts
- Trouble shoot PC hardware problems
- Day to day supervision of WUSD technician(s)

All other incidents will be next business day.

This MOU does not include overtime work. If such work is required by WUSD such 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):

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

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 30 (60) 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.

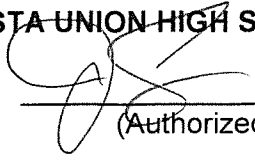
ATTORNEY'S FEES

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:

8/19/22

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