



## **Agreement for Internet Access**

THIS AGREEMENT, entered into this July 1, 2020 (date), by and between the Contra Costa County Superintendent of Schools, and the Mount Diablo Unified School District (Hereinafter District).

WHEREAS, pursuant to Education Code Sections 1250, 11000, and 11800, Superintendent may enter into an agreement with the governing board of any school District in the territory under his jurisdiction to provide Internet access; and

WHEREAS, District is a school District in the territory under the Superintendent's jurisdiction; and

WHEREAS, District wishes to contract with the Superintendent for a connection to the Contra Costa County Office of Education's Internet network center, (hereinafter CCCOE-Net)

NOW, THEREFORE, Superintendent and District agree as follows:

### **1. Services**

#### **A. Superintendent Shall:**

1. Provide connection to the Statewide K-12 High Speed Network (HSN) and the commodity Internet by enabling the District to connect two (2) data circuits to the Contra Costa County Office of Education's Network Operations Center. CCCOE-Net charges a connection fee that is a composite of CCCOE-Net's infrastructure support and maintenance costs associated with the Districts being connected to the Statewide K-12 High Speed Network (HSN) and to the commodity Internet. Currently, this fee does not include the cost of Internet Bandwidth or circuits provided by HSN. The data circuit(s) can consist of: Point to Point T-1 Circuit(s), AT&T ASE/ADE Ethernet Circuit, Wave Circuit, Comcast Ethernet Circuit or other approved Ethernet Circuit. Please note that T-1 based circuits and AT&T OPTEMAN are being phased out.
2. Provide network monitoring from the Contra Costa County Office of Education ISP router to the District edge device.
3. Provide access to a virtual firewall if the District opts for the CCCOE-Net + Firewall (see Appendix A).

#### **B. District Responsibility**

1. District is responsible for the cost of the data circuit and port charges on both sides of the data circuit to the Contra Costa County Office of Education ISP router.
2. All necessary equipment and provider edge circuits from the District to the Contra Costa County Office of Education shall be provided by the District and are not included in the contract cost.

3. The Contra Costa County Office of Education will provide network monitoring from the County Office of Education to the District's router for the purpose of notification of connection failure, bandwidth utilization and error rates. The District is responsible for the integrity of its network, which includes; internal operation to include technical support, hardware maintenance, security, and appropriate use as defined by the HSN and CCCOE-NET Acceptable Use Policies as described in section 6. A read-only SNMP community string from the District router will be provided to a CCCOE Network Engineer to allow monitoring. CCCOE-Net reserves the right to review and monitor each District's network connection in order to determine whether specific uses of the network are appropriate. CCCOE-Net will also monitor activities of each District's network connection during the course of performing normal system and network maintenance and/or while investigating alleged violations.
4. The District is responsible for the filtering of inappropriate Internet sites on its network for its users, and for implementing policies to prevent inappropriate Internet access or use according to CIPA regulations regardless if applying for E-Rate or not.
5. The District is responsible for security breaches that originate within the District's network.
6. The District is solely responsible for its usage of CCCOE-Net and the Internet and any statement made by the District's users on CCCOE-Net or the Internet. District specifically agrees not to use the service in any manner that is illegal, libelous or inappropriate for K-12 educational purposes.

## 2. Payment

- A. In consideration of the services set forth above to be performed by the Superintendent, District shall pay the Superintendent the annual amount according to the options selected in Appendix A. District agrees to be billed and pay annually for connecting to CCCOE-NET and miscellaneous access-related in service fees according to the rates established by this agreement in Appendix A.

## Term

The services outlined above shall be provided from [July 1, 2020 to June 30, 2021.] This agreement is filled out and signed each new E-Rate year. **Two signed copies of this contract are provided, please sign and return one copy attention Mike Becker or Scott Carpenter at CCCOE.**

***Deadline for signed contracts is the E-Rate 471 window close date. If this contract is not received by this deadline, the school District's E-Rate application status may be in jeopardy. If this contract needs board approval make sure to schedule it in time for this deadline.***

**3. Alteration of Agreement**

This agreement may be modified or terminated only by mutual agreement of the parties where the changes are in writing that is signed by both parties.

**4. Assignability**

District cannot sell HSN commodity Internet Access. District shall not provide connection to other entities that are not a part of their District without CCCOE written permission.

District agrees that IP addresses provided as part of this agreement are for the District's exclusive use and may not be transferred or used to/by another organization. CCCOE-Net provided IP addresses remain the property of CCCOE-Net and must be surrendered upon termination of service.

**5. Indemnification**

District shall instruct its personnel and students about copyright laws and the proper use of the Internet. It shall ensure that personnel and students abide by the policies stated in section 6. District shall defend, hold harmless and indemnify the County Office Superintendent, his agents and his employees from any damage or injuries, which may occur to persons or property as a result of its use of CCCOE-Net.

District agrees to use CCCOE-Net at its own risk and develop and implement policies and procedures to prevent illegal, libelous or inappropriate use of CCCOE-Net services. CCCOE-Net specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. In no event shall CCCOE-Net be liable for any loss or other commercial damage, including, but not limited to, special, incidental, consequential or other damages.

District agrees to protect and indemnify CCCOE-Net against any and all liability, loss, or expense arising from claims including, but not limited to, financial liability for commercial use of the Internet, libel, unfair competition, unfair trademarks, trade names or patents, violations of constitutional rights or rights of privacy and infringement of copyrights and property rights resulting from your use of CCCOE-Net.

District agrees that the Laws of the State of California govern this service(s). District agrees that the County of Contra Costa, in which CCCOE-Net is located, shall be the forum for any legal action relating to your service.

CCCOE-Net reserves the right to refuse service to anyone at any time for violation of this agreement.

**6. Other Acceptable Use Policies**

**General Acceptable Use:**

Examples of acceptable use include, but are not limited to, the following:

## **A. Network Etiquette**

All users are expected to abide by the generally accepted rules to network etiquette. These include, but are not limited to the following:

- Be polite. Do not get abusive in your messages to others.
- Use appropriate language. Do not swear, use vulgarities or any other inappropriate language. Do not engage in activities, which are prohibited under state or federal law.
- Do not reveal your personal address or phone numbers of students or colleagues.
- Do not use the network in such a way that you would disrupt the use of the network by other users.
- All communications and information accessible via the network should be assumed to be private property.

## **B. Acceptable Uses of the HSN Network and CCCOE-Net**

- Activities that are part of the support infrastructure needed for instruction, scholarship and institutional management of the participant institutions.
- Instructional applications engaged in by students, faculty and staff.
- Communication and exchange for professional development, to maintain currency, or to debate issues in a field or sub-field of knowledge.
- Access to information resources, computers, and people throughout the world.
- Interaction with students, faculty, and staff by electronic mail and other means of electronic communication.
- Access to libraries, information resources, databases, and news from commercial and non-commercial sources.
- Importation of licensed software or other copyrighted material for fair use or with appropriate permission.
- Administrative, academic, and research-related discussion groups.
- E-commerce activities in support of the administrative and academic programs of participant institutions.
- Subject matters/discipline associations, government-advisory, or standard activities related to the user's research, instructional and/or administrative activities.

- Applying for or administering grants or contracts for instruction, professional infrastructure upgrades and student support services.
- Announcements of new products or services used in instruction and institutional research.

### **C. Unacceptable Uses of the HSN Network and CCCOE-Net**

- Any illegal use of CCCOE-Net, or use in support of illegal activities is prohibited. Illegal use shall be defined as use that violates local, state and/or federal law. This includes, but is not limited to the following: stalking or bullying others, transmitting or originating any unlawful, fraudulent or defamatory communications, transmitting copyrighted material beyond the scope of fair use without permission of the copyright owner, or any communications where the message or its transmission or distribution, would constitute or would encourage conduct that is a criminal offense.
- Activities that interfere with or disrupt network users, services, or equipment. Such interference or disruption includes, but is not limited to, distribution of unsolicited advertising or mass mailings; "spamming;" propagation of computer worms or viruses; Denial of Service attacks and using CCCOE-Net to make or attempt to make unauthorized entry to other computational, informational, government, law enforcement or other communications devices or resources. For the purpose of this AUP, "unsolicited advertising" includes any transmission that describes goods, products, or services that is initiated by a vendor, provider, retailer, or manufacturer of the described goods, products, or services, or by a third party retained by, affiliated with, or related to the vendor, providers, retailers, or manufacturer.
- Use in furtherance of profit-making activities (consulting for pay, sales or distribution of commercial products or services for profit, etc.) or use by for-profit companies, unless specifically authorized by CCCOE-Net, the HSN Program Steering Committee and CENIC Board of Directors.
- Use in support of partisan political activities.
- Use for private or personal activities that exceed CCCOE-Net related research, instruction, or administrative applications, or when there is personal monetary gain

## **7. Penalties for Improper Uses**

Any District violating these rules is subject to loss of network privileges. In addition, pursuant to State of California law, any unauthorized access, attempted access, or use of any state computing and/or network system is a violation of section 502 of the California Penal Code and/or other applicable federal laws, and is subject to criminal prosecution.

**8. Incorporation by Reference**

- A. The Acceptable Use Policy outlined in this document is local policy for CCCOE-Net. CCCOE-Net is an official Node Site for the State High Speed Network and is governed by their Acceptable Use Policies. In matters pertaining to use of HSN (High Speed Network), the HSN AUP supersedes local policies.
- B. Appendix A is incorporated into this agreement for the purpose of setting forth the fee schedule, which determines the amount a District pays for a connection to CCCOE-Net. This connection fee is a composite of CCCOE-Net’s infrastructure support and maintenance costs associated with the Districts being connected to the Statewide K-12 High Speed Network (HSN) and to the commodity Internet. Currently, this fee does not include the cost of Internet Bandwidth or circuits provided by HSN.

Appendix A contains an annual fee schedule; the schedule will be provided annually to Districts at least 30 days before the closing of the E-rate 471 filing window.

We, the undersigned, agree to these terms and conditions and we are authorized to sign on behalf of our organizations. This agreement is between

Mount Diablo Unified School District  
District (organization)

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Name (printed)                      Title

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Signature                              Date

and the Contra Costa County Office of Education

Bill Clark, Deputy Superintendent  
Name (printed)                      Title

                      01/07/20

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Signature                              Effective Date

Initial service date: July 1, 2020 to June 30, 2021

Total Pre-Discount Amount for 2020-2021 E-Rate Year:            \$25,900  
Total One-Time E-Rate Ineligible Fee:                                    N/A

**Appendix A**  
**CONTRA COSTA COUNTY OFFICE OF EDUCATION**  
**Discount Service Fees**

**What is CCCOE-Net**

CCCOE-Net is an educational Internet Service Provider providing reliable, high speed, affordable access to the Internet and HSN for K-12 schools throughout Contra Costa County. It is the mission of CCCOE-Net to:

- Provide access to the Internet and HSN (High Speed Network).
- Facilitate connectivity between School Districts and the County Office of Education to promote collaboration and cooperation.
- Provide an emphasis on the educational applications of the Internet and HSN Network.

CCCOE-Net makes sharing of information and communication with other schools and District Offices possible. This network supports activities, which have educational value for administrators, teachers, and students.

**What Does CCCOE-Net Provide**

Through connections to the California High Speed Network CCCOE-Net offers a 7x24x365 Internet connection via the primary 100Gbps circuit through Sacramento with a backup 100 Gbps circuit through the Alameda County Office of Education. The following two options are eligible for E-rate funding.

With basic service, CCCOE-Net provides to K-12 customers:

- Secondary Domain Name Service (DNS)
- Monitoring of connection circuit and District-provided edge device
- 7x24 Internet access
- Assistance for troubleshooting common circuit and routing issues

With the CCCOE-Net + Firewall access, CCCOE-Net provides to K-12 customers:

- Secondary Domain Name Service (DNS)
- Monitoring of connection circuit and District-provided edge device
- 7x24 Internet access
- Assistance for troubleshooting common circuit and routing issues
- Access to a virtual firewall\* for:
  - Threat prevention
  - SSL decryption (optional)
  - VPN access (optional)
  - Other services available through Palo Alto Networks firewalls.

\*Please note: The One-time Install Fee is not eligible for E-rate discounts and is for initial creation of and access to the virtual firewall. The One-time Install Fee does not include transfer of firewall settings from District firewalls to the CCCOE hosted virtual firewall. If needed, such services are provided by CCCOE outside of the E-rate process and this contract.

Appendix A continued:

**CCCOE-Net Network Internet Connection Fees**

These connection fees are a composite of CCCOE-Net’s infrastructure support and maintenance costs associated with the Districts being connected to the Statewide K-12 High Speed Network (HSN) and to the commodity Internet. Currently, these fees do not include the cost of Internet Bandwidth or circuits provided by HSN.

**(Pricing subject to change based on Districts choice of bandwidth and CCCOE-Net’s infrastructure support and maintenance costs)**

<b>Service Type</b>	<b>Speed</b>	<b>CCCOE-Net Install Fee</b>	<b>CCCOE-Net Annual Connection</b>	<b>CCCOE-Net + Firewall One-time Install Fee</b>	<b>CCCOE-Net + Firewall Annual Fee</b>
Ethernet (AT&T, Wave or Comcast)	5 Mbps	\$0	\$1,000	N/A	N/A
Ethernet (AT&T, Wave or Comcast)	10 Mbps	\$0	\$1,100	N/A	N/A
Ethernet (AT&T, Wave or Comcast)	20 Mbps	\$0	\$1,500	N/A	N/A
Ethernet (AT&T, Wave or Comcast)	50 Mbps	\$0	\$1,800	\$5,000	\$2,200
Ethernet (AT&T, Wave or Comcast)	100 Mbps	\$0	\$3,400	\$5,000	\$4,150
Ethernet (AT&T, Wave or Comcast)	200Mbps	\$0	\$4,700	\$5,000	\$6,200
Ethernet (AT&T, Wave or Comcast)	250 Mbps	\$0	\$5,100	\$5,000	\$6,900
Ethernet (AT&T, Wave or Comcast)	500 Mbps	\$0	\$6,800	\$5,000	\$10,400
Ethernet (AT&T, Wave or Comcast)	1Gbs	\$0	\$8,500	\$5,000	\$15,700
Ethernet (AT&T, Wave or Comcast)	2Gbs	\$0	\$9,500	N/A	N/A
Ethernet (AT&T, Wave or Comcast)	10Gbs	\$0	\$16,000	N/A	N/A



Appendix A continued:  
**CONTRA COSTA COUNTY OFFICE OF EDUCATION**  
**Discount Service Fees Worksheet**

Use this worksheet to select and enter services found on page 8 of Appendix A. Enter the total fee amount for services selected and then sign and date the contract on page 6. Fill in the E-Rate pre-discount amount on page 6 as well.

**Services Selected from Fee Schedule:**

<b>Service Type</b> (Copy from Network connection table pg. 8)	<b>Unit Cost</b>	<b>Total</b>
Circuit 1: 10 Gbps Ethernet (AT&T, Wave or Comcast) ISP Only	\$16,000	\$16,000
Circuit 2: 2.5 Gbps Ethernet (AT&T, Wave or Comcast)	\$9,900	\$9,900
<b>Total E-Rate Eligible Annual Fee:</b>	<b><u>\$25,900</u></b>	
<b>Total One-Time E-Rate Ineligible Fee:</b>	<b><u>N/A</u></b>	