



Memorandum of Understanding for Access Plus Service

7/1/2018 to 6/30/2019

This agreement is between East Bay Innovation Academy (hereinafter Client) and Alameda County Office of Education Network (hereinafter ACOENet) for connection service to the statewide K-20 network (K12 Highspeed Network) and related maintenance and support. Client wishes to contract with ACOENet for connection service to the K12 Highspeed Network (K12 HSN) and ACOENet is willing to supply the connection to Client. ACOENet and Client agree as follows:

1. SERVICES

Services provided by ACOE are described in Appendix A. Any changes to specified circuit type/speed detailed in Appendix A must be made before the signed contract date.

2. PAYMENT

In consideration of the services set forth above to be performed by ACOENet, Client shall pay ACOENet the amount according to the options selected in Schedule A. Client agrees to be billed and pay annually for Internet access and miscellaneous access-related service fees according to the rates established by this agreement. Client agrees to pay invoices 30 days from the date of receipt. Late payment will be grounds for termination of service. If this agreement is terminated, the Client is still responsible for any charges on the Client's account.

3. TERM

The services outlined above shall be provided from 7/1/2018 to 6/30/2019. This agreement may be renewed by a written mutual agreement, signed by both parties. **Deadline for signed contracts is February 28, 2018. If contract is not received by this deadline, service may be terminated effective July 1, 2018.**

4. ALTERATION OF AGREEMENT

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

5. ASSIGNABILITY

Any product or service provided to the Client and may not be assigned, transferred or resold without written authorization from ACOENet.

6. INDEMNIFICATION

Client shall instruct its personnel and students about copyright laws and the proper use of the Internet. Client shall ensure that personnel and students abide by the policies and regulation of ACOENet (See Appendix B). Client shall defend, hold harmless and indemnify ACOENet, its agents and its employees from any damage or injuries, which may occur to persons or property as a result of its use of ACOENet.

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Client agrees to use ACOENet at its own risk and develop and implement policies and procedures to prevent illegal, libelous, or inappropriate use of ACOENet services. ACOENet 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 ACOENet be liable for any loss or other commercial damage, including, but not limited to, special, incidental, consequential or other damages.

Client agrees to protect and indemnify ACOENet 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 ACOENet.

Client agrees that the Laws of the State of California govern this service(s). You agree that the County of Alameda, in which ACOENet is located, shall be the forum for any legal action relating to your service.

7. PRIVACY

ACOENet provides virtual services that could house client school district student data. Any client school district student records residing on ACOENet technology platforms will remain the property and responsibility of the client. Client district student data will not be used for any commercial gain. Furthermore more any student data residing on ACOENet platforms will be removed within 90 days of the termination of the client's service contract.

8. PENALTIES FOR IMPROPER USES

Any Client violating ACOENet Acceptable Use Policy 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. All clients are required to adopt, at a minimum, the ACOENet AUP and are encouraged to create their own.

9. INCORPORATION BY REFERENCE

1. Appendix A is incorporated into this agreement for the purpose of describing the services offered, setting forth the fee schedule, and for determining the amount the client must pay for selected services.
2. The Acceptable Use Policy outlined in Appendix B is local policy for ACOENet. ACOENet is an official Node Site for the K12 Highspeed Network and is governed by their Acceptable Use Policies. In matters pertaining to use of K12 HSN (K12 Highspeed Network) the K12 HSN AUP supersedes local policies.

We, the undersigned, agree to the above terms and conditions and we are authorized to sign on behalf of our organizations.

ORGANIZATION: East Bay Innovation Academy and ACOENet

Michelle Cho, COO/CFO
Printed name and title

Doug D'Amour, Director
Printed name and title

Michelle Cho 3/26/18
Signature Date

[Signature] 1/24/18
Signature Date

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Schedule A

Schedule of Services

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

Organization: East Bay Innovation Academy

Item	Qty.	Description	One Time Cost	Annual Cost
Access Type/Speed	1	Access Plus ¹ / 250 Mbps	0	\$12,500.00
DNS				\$0
Domain Name				\$0
Other				
TOTAL COST				\$12,500.00

Initials: me 
 ORGANIZATION ACOENet

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Appendix A

ACOENet Access Plus Services List

Access Plus

ACOENet provides secure, monitored and managed Internet Access to its clients. As part of this service, ACOENet will help match Client's need for service with available funds. ACOENet can also provide for an additional fee: e-mail hosting, web hosting, consulting services in areas such as desktop maintenance, server maintenance, router maintenance, security and firewall configuration, and many other services.

Included:

- Secure, monitored and managed K12 HSN access
- Connection to the Statewide K-20 network (K12 High Speed Network), Internet2 and the commodity Internet by enabling Client to connect data circuit(s) to the ACOE Network Operations Center (NOC)
- Appropriate IP address space (if needed) from ACOENet's address pool (ACOE-owned)
- Primary or secondary domain name hosting service
- Network monitoring from the ACOE NOC to the Client border router
- Coordination of circuit support between the local carrier and Client's IT personnel
- Bandwidth usage reports for districts
- Assistance with circuit selection and provisioning
- Firewall Service

ACOENet Access Plus Fees

Speed	Year 1 NRC	Annual Cost
100 Mbps	\$5,100	\$9,400
500 Mbps	\$7,900	\$16,350 ¹ /\$20,600 ²
1 Gbps	\$10,200	\$19,500 ¹ /\$25,500 ²
2 Gbps	\$20,500	\$34,100 ¹ /\$41,100 ²
5 Gbps	\$32,000	\$65,000

¹ For point to point network connections

² For cloud based network connections

The pricing contained in this agreement is contingent upon the full funding of the K12 High Speed Network (K12 HSN) in the California State budget. Revised pricing will be made available in the event K12 HSN is not fully funded or K12 HSN changes its pricing schedule.

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Appendix B

Acceptable Use Policy

General Acceptable Use

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:

- (a) Be polite. Do not get abusive in your messages to others.
- (b) 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.
- (c) Do not reveal your personal address or phone numbers of students or colleagues.
- (d) Do not use the network in such a way that you would disrupt the use of the network by other users.
- (e) All communications and information accessible via the network should assumed to be private property.

Acceptable Uses:

- 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.
- 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.
- 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.

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- 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.

Unacceptable Uses:

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

- Any illegal use of ACOENet, 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 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; and using ACOENet to make or attempt to make unauthorized entry to other computational, informational or 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 ACOENet, the K12 HSN Program Steering Committee and CENIC Board of Directors.
- Use in support of partisan political activities.
- Use for private or personal activities that exceed ACOENet related research, instruction, or administrative applications, or when there is personal monetary gain.

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