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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Devin Dillon, Interim Superintendent
By: Vernon Hal, Senior Business Officer
Susan Beltz, Deputy Chief, Information Technology

Board Meeting Date April 27, 2017

Subject Erate 20 Priority 1 Agreements

Action Requested Approval by the Board of Education of a Memorandum of Understanding for Managed Internet Access Service for Fiscal Year 2017-2018 and approval to file for Erate for 2017-18.

Background For “Erate 20” or funding year 2017-18, Oakland Unified School District, OUSD, (Entity Number: 144227) submitted Form 470, Application Number 170066146, to the Universal Service Administrative Company (USAC) which administers E-rate, a federal program that provides telecommunications discounts to schools and libraries. This application covers ISP (Internet Service Provider), local phone services and Cellular services (month-to-month).

OUSD currently receives an 80% discount on ISP Services. For example, for a \$10,000 ISP service, Erate will fund an \$8,000 discount to OUSD. So, in the example, OUSD would be responsible for \$2,000 of the \$10,000 cost.

RDV Consulting Services/Nvls Professional Services, LLC is continuing as the District’s E-rate consultant per Board approval on March 22, 2017 and worked as the District agent during the 470 process.

Discussion All services are part of OUSD’s long term plan to make sure all schools and offices to have the internet connectivity and services needed to support and improve communications, teaching, and learning for all students. A draft of the Technology Plan for 2014—2018 is posted at <http://www.ousd.k12.ca.us/its>.

Two services, managed internet and cellular, require either a renewal or extension of current services.

Managed Internet Service

ACOEnet, a service provided through the Alameda County Office of Education (ACOE), is the recommended vendor for Internet Services. This service will continue the fault tolerant internet services OUSD currently has. The 10 Gb internet access and the point-

to-point connectivity from Cole Data Center to ACOE has a gross cost of \$9,083.33 monthly, less than half the price of the nearest bidder.

ACOE also has excellent references, a proven track record of customer service and abilities to adjust services, and can meet our schedule. An added bonus of working with ACOE is the extra services they can provide. For instance, at no extra cost, they will monitor our network devices with Solarwinds, state of the art software for real-time detailed monitoring.

Cellular Services

Staff recommends continuing to use Verizon Wireless as our E-rate cellular and cellular data service provider. There is no contract to sign as month to month pricing is based on WSCA pricing. Public Contract Code sections 10298-10299 allow the Department of General Services, Procurement Division (DGS-PD) to enter into cooperative purchasing agreements with other states. Cooperative agreements are available to all State of California governmental entities (State departments, agencies, cities, counties, school districts, universities, etc.) that expend public funds for the acquisition of both goods and services. District costs are expected to be \$102,000 annually or lower.

For the 2017-18 funding year OUSD expects to receive the following funding from the Erate program to support telecommunication services throughout the district including the two services that are being renewed.

Provider-Service	Estimated Annual Cost	Estimated Erate Funding	District Responsibility
ACOE Managed Internet	\$ 105,000	\$ 84,000	\$ 21,000
AT&T Local Voice Services	\$ 1,271,514	\$ 145,362	\$ 1,126,152
AT&T Long Distance Voice Services	\$ 39,024	\$ 7,805	\$ 31,219
AT&T Managed Internet	\$ 221,803	\$ 177,443	\$ 44,361
Comcast-WAN	\$ 1,774,535	\$ 1,597,081	\$ 177,453
Verizon-Cell Services-Voice	\$ 104,705	\$ 12,000	\$ 92,705
Total	\$ 3,516,581	\$ 1,846,237	\$ 1,492,890

Recommendation

Staff recommends that the Board of Education approve the MOU with ACOE, continue month-to-month cellular services with Verizon Wireless and approve filing for funding through the Erate program for the 2017-18 fiscal year.

Fiscal Impact

The District will pay the amount for Internet Service for 1 year, not to exceed \$21,000 and Cellular Service for 1 year, not to exceed \$93,000 from the Central Office Utilities/Telephone account (Org Key 9991158202-5930). All costs are post E-rate discounts, and are currently in the planned budget for 2017-2018.

Attachments

- ACOE Memorandum of Understanding



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. _____

Department: Technology Services

Vendor Name: Alameda County Office of Education

Contract Term: Start Date: 7/1/2017 End Date: 6/30/2018

Annual Cost: \$ 105,000.00

Approved by: Vernon Hal

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

This provided the district with the lowest cost for Internet access services through a competitive bidding process.

Summarize the services this Vendor will be providing.

Internet Access through the California K12 High Speed Network/CENIC.

Was this contract competitively bid? Yes No

If No, answer the following:

- 1) How did you determine the price is competitive?



Memorandum of Understanding for Managed Access Service

7/1/2017 to 6/30/2018

This agreement is between Oakland Unified School District (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^{Net} 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 7/1/2017 to 6/30/2018. This agreement may be renewed by a written mutual agreement, signed by both parties. **Deadline for signed contracts is March 31, 2017. If contract is not received by this deadline, service may be terminated.**

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 ACOE (See Appendix B). Client shall defend, hold harmless and indemnify ACOE, its agents and its employees from any damage or injuries, which may occur to persons or property as a result of its use of ACOE.

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

Contract # 2018013 fiscal/calendar

Initial service date: 7/1/2017

Final service date: 6/30/2018

Client agrees to protect and indemnify ACOE^{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 ACOE^{Net}.

Client agrees that the Laws of the State of California govern this service(s). You agree that the County of Alameda, in which ACOE^{Net} 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 ACOE^{Net} 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 ACOE 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 ACOE^{Net}. ACOE^{Net} 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: Oakland Unified School District and ACOENet
Vernon Hal, Senior Business officer Ryan Choate for
Dina Stewart, Director
Printed name and title

Vernon Hal _____
Signature Date

[Signature] 4/13/17
Signature Date

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By [Signature]
Attorney at Law

Contract # 2018013 fiscal/calendar

Initial service date: 7/1/2017

Final service date: 6/30/2018

Appendix A

ACOENet Managed Access Services List

Managed Access Service

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:

- Project Management of the Installation of transport circuit
- 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 ACOE's Network Operations Center (NOC)
- Onsite router owned and managed by ACOE
- Appropriate IP address space (if needed) from ACOENet's address pool (ACOE-owned)
- Reports on client usage data (e.g. bandwidth usage graphs)
- Network monitoring from the ACOE NOC to the ACOE router at the client site
- Coordination of circuit support between the local carrier and ACOE with reporting to Client's IT personnel
- Solarwinds based bandwidth usage reports for districts
- Circuit selection and provisioning
- Circuit support

ACOENet Managed Access Fees *(based on a 12 month commitment)*

Port Speed	Year 1 NRC	Annual Cost
500 Mbps	\$7,900	\$24,750
1 Gbps	\$10,200	\$32,000
2 Gbps	\$20,500	\$39,000
5 Gbps	\$32,000	\$77,000
10 Gbps		\$105,000

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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