



**SAN MATEO
COUNTY
OFFICE OF
EDUCATION**

Excellence and Equity in Education

Nancy Magee • County Superintendent of Schools

AGREEMENT FOR CALIFORNIA K-12 HIGH SPEED NETWORK ACCESS AND INTERNET ACCESS

THIS AGREEMENT, entered into this 1st day of July, 2019, by and between the San Mateo County Superintendent of Schools, (hereinafter Superintendent) and the San Mateo-Foster City School District (hereinafter District).

WITNESSETH

WHEREAS, 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 Internet access and Superintendent is willing to supply Internet access to said District;

NOW, THEREFORE, Superintendent and District agree as follows:

1. SERVICES

A. SUPERINTENDENT SHALL:

1. Provide California K-12 High Speed Network and Internet access by enabling the District to connect a data circuit to the San Mateo County Office of Education's Internet network center. The data circuit can be: (a) T-1 circuit; or (b) fiber optic circuit.
2. Provide network management from the San Mateo County Office of Education router to the District router.

B. DISTRICT RESPONSIBILITY

1. District is responsible for the cost of the data circuit to the San Mateo County Office of Education router.
2. All necessary phone circuits and equipment from the District to the San Mateo County Office of Education shall be provided by the District and are not included in the contract cost.

3. While the San Mateo County Office of Education will provide network management from the County Office of Education to the District's router, each user is responsible for the integrity of its District's network.

2. PAYMENT

In consideration of the services set forth above to be performed by the Superintendent, District shall pay Superintendent the sum of \$20,500 for a 2Gb connection.

3. TERM

The services outlined above shall be provided from July 1, 2019 to June 30, 2020.

4. ALTERATION OF AGREEMENT

This agreement may be modified or terminated only by mutual agreement of the parties.

5. ASSIGNABILITY

Internet access of the California K-12 High Speed Network access may not be assigned or subleased to any other party for any purpose. It may not be used at any location other than the buildings designated.

6. 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 and regulation of Superintendent's Internet Program. District shall defend, hold harmless and indemnify the 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 Superintendent's communications facilities.

IN WITNESS WHEREOF, the parties hereto affixed their hands on the day and year first above written.

SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS

By:_____ Dated:_____

SAN MATEO-FOSTER CITY SCHOOL DISTRICT

By:_____ Dated:_____