

1 AGREEMENT NUMBER: 51417

2 2021-2022  
3 INTERNET ACCESS AGREEMENT  
4 FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

5 This Internet Access Agreement is hereby entered into this 1st  
6 day of July, 2021, by and between the Orange County Superintendent of  
7 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter  
8 referred to as SUPERINTENDENT, and Fullerton Joint Union High School  
9 District, 1051 West Bastanchury Road, Fullerton, California 92833,  
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT  
11 shall be collectively referred to as the Parties.

12 NOW, THEREFORE, the Parties hereto mutually agree as follows:

13 1.0 BASIS OF AGREEMENT. Provide Internet access for up to 10 GB  
14 and support to DISTRICT at no cost in accordance with the terms and  
15 conditions set forth in this AGREEMENT.

16 2.0 TERM. This AGREEMENT shall be in full force and effect for  
17 the period commencing July 1, 2021, and ending on June 30, 2022,  
18 subject to termination as set forth in this AGREEMENT.

19 3.0 PAYMENT. SUPERINTENDENT shall provide Internet access and  
20 support pursuant to Section 1.0 of this AGREEMENT at no cost to the  
21 DISTRICT. SUPERINTENDENT receives Internet access at no charge from  
22 the California K-12 High Speed Network. DISTRICT shall be notified in  
23 writing if SUPERINTENDENT no longer receives Internet access at no  
24 charge at which time, SUPERINTENDENT will provide DISTRICT an itemized  
25 invoice. DISTRICT will have the option to pay the invoice or terminate  
this AGREEMENT at DISTRICT'S discretion.

1 4.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing  
2 technical support and assistance for Internet access between the  
3 DISTRICT and SUPERINTENDENT, provided however, that the availability  
4 or performance of this technical support service shall not be construed  
5 as altering or affecting SUPERINTENDENT'S obligations as set forth in  
6 this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall  
7 be provided to DISTRICT without charge Monday through Friday from 8:00  
8 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays.

9 5.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times  
10 shall be an independent contractor and shall be wholly responsible for  
11 the manner in which the services required by the terms of this  
12 AGREEMENT are performed. Nothing herein contained shall be construed  
13 as creating the relationship of employer and employee, or principal  
14 and agent, between SUPERINTENDENT and DISTRICT. SUPERINTENDENT  
15 assumes the responsibility for the acts of its employees or agents as  
16 they relate to the services to be provided. SUPERINTENDENT, its  
17 officers, agents, and employees, shall not be entitled to any rights,  
18 and/or privileges of DISTRICT'S employees and shall not be considered  
19 in any manner to be DISTRICT'S employees.

20 6.0 HOLD HARMLESS.

21 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
22 harmless DISTRICT, its Governing Board, officers, agents, and  
23 employees from every claim or demand and every liability loss, damage,  
24 or expense of any nature whatsoever which may be incurred by reason  
25 of any negligent acts or omissions of employees, agents or officers

1 of SUPERINTENDENT or the Orange County Board of Education during the  
2 period of this AGREEMENT.

3 B. DISTRICT hereby agrees to indemnify, defend, and hold harmless  
4 SUPERINTENDENT, the Orange County Board of Education, and its  
5 officers, agents, and employees from every claim or demand and every  
6 liability, loss, damage, or expense of any nature whatsoever which may  
7 be incurred by reason of any negligent acts or omissions of employees,  
8 agents or officers of DISTRICT during the period of this AGREEMENT.

9 7.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
10 they will not engage in unlawful discrimination of persons because of  
11 race, color, religious creed, national origin, ancestry, physical  
12 handicap, medical condition, marital status, or sex of such persons.

13 8.0 APPLICABLE LAW. The services completed herein must meet the  
14 approval of the DISTRICT'S general right of inspection to secure the  
15 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree  
16 to comply with all federal, state and local laws, rules, regulations  
17 and ordinances that are now or may in the future become applicable to  
18 SUPERINTENDENT or DISTRICT'S business, equipment and personnel engaged  
19 in operations covered by this AGREEMENT or occurring out of the  
20 performance of such operations.

21 9.0 ASSIGNMENT. Neither party shall subcontract or assign this  
22 AGREEMENT or the performance of any of the services set forth in this  
23 AGREEMENT without prior written approval of the non-assigning party.

24 10.0 TERMINATION. This AGREEMENT may be terminated by  
25 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of  
sixty (60) days prior written notice to the other party.

1 11.0 TOBACCO USE POLICY. In the interest of public health, the  
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
3 use of any tobacco products are prohibited in buildings and vehicles,  
4 and on any property owned, leased or contracted for by the  
5 SUPERINTENDENT. Failure to abide with conditions of this policy could  
6 result in the termination of this AGREEMENT.

7 12.0 NOTICES. All notices or demands to be given under this  
8 AGREEMENT by either party to the other shall be in writing and given  
9 either by: i) Personal service, or ii) U.S. Mail, mailed either by  
10 registered or certified mail, return receipt requested, with postage  
11 prepaid. Service shall be considered given when received if personally  
12 served or, if mailed, on the third (3rd) day after deposit in any U.S.  
13 Post Office. The address to which notices or demands may be given by  
14 either party may be changed by written notice given in accordance with  
15 the notice provisions of this section. As of the date of this  
16 AGREEMENT the addresses of the parties are as follows:

17 DISTRICT: Fullerton Joint Union High School District  
18 1051 West Bastanchury Road  
Fullerton, California 92833  
Attn: \_\_\_\_\_

19 SUPERINTENDENT: Orange County Superintendent of Schools  
20 200 Kalmus Drive  
P. O. Box 9050  
21 Costa Mesa, California 92628-9050  
Attn: Patricia McCaughey

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23 13.0 SEVERABILITY. If any term, condition or provision of this  
24 AGREEMENT is held by a court of competent jurisdiction to be invalid,  
25 void, or unenforceable, the remaining provisions will nevertheless

continue in full force and effect and shall not be affected, impaired or invalidated in any way.

14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Orange County, California.

15.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: FULLERTON JOINT UNION  
HIGH SCHOOL DISTRICT

BY: \_\_\_\_\_  
Authorized Signature

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

BY:  \_\_\_\_\_  
Authorized Signature

PRINTED NAME: Patricia McCaughey

TITLE: Administrator

DATE: April 13, 2021

FJUH SD-Internet Access 2021-2022(51417)  
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