

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
NETWORK SUPPORT AND CYBER SECURITY SERVICES

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

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

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

1.0 BASIS OF AGREEMENT. Provide network support services for data connectivity and support along with DISTRICT internet circuits(s) handoff and Distributed Denial of Services (DDoS) Protection and to assist DISTRICT in assessing the DISTRICT's network systems defenses

1 against electronic and social exploits to school districts within
2 Orange County in accordance with the terms and conditions set forth in
3 this AGREEMENT. SUPERINTENDENT will provide up to 10gbps data
4 connectivity. Additional or higher speeds if requested by DISTRICT
5 will be charged based on cost incurred by SUPERINTENDENT.

6 2.0 TERM.

7 The term of this AGREEMENT shall be for a period of one (1) year
8 commence July 1, 2021, and ending on June 30, 2022, subject to
9 termination as set forth in Section 13.0 of this AGREEMENT.

10 3.0 SCOPE OF WORK.

11 A. NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT
12 access to applications and services via the SUPERINTENDENT'S network
13 utilized by the SUPERINTENDENT. Applications and services shall include
14 access to the following:

- 15 1. Payroll Services
- 16 2. Financial (Separate contract required)
- 17 3. Human Resources (Separate contract required)
- 18 4. Time and Attendance (Separate contract required)
- 19 5. Imaging/Workflow (i.e. Pan, etc.) (Separate contract
20 required)
- 21 6. Data Center Site Services-California (Separate contract
22 required)
- 23 7. Data Center Site Services-Arizona (Separate contract
24 required)
- 25

1 8. Technical Support/Professional Services (Separate
2 contract required)

3 B. DDoS PROTECTION. SUPERINTENDENT shall make the best effort
4 to protect against a Distributed Denial of Services (DDoS) attack against
5 the DISTRICT. DISTRICT agrees that network traffic for the DISTRICT may
6 be rerouted during a DDoS attack to a third-party entity for protection.
7 District also agrees that SUPERINTENDENT may use alternative methods
8 for DDoS protection. DDoS protection mechanism will only need to inspect
9 META Data. A minimum of 20 total hours will be expended by
10 SUPERINTENDENT staff to mitigate DDoS attack. SUPERINTENDENT has option
11 to charge DISTRICT a rate of seventy-five dollars (\$75.00) per hour for
12 services beyond the 20 hours for this service per DISTRICT request.

13 C. DISTRICT is engaging SUPERINTENDENT as an independent
14 contractor to assist DISTRICT in assessing DISTRICT's network systems
15 defenses against electronic and social exploits. SUPERINTENDENT's cyber
16 security services shall include the following:

- 17 1. Security Awareness Training
18 2. Security Assessment against Center for Internet
19 Security (CIS) for effective cyber defense controls
20 3. Security Program Road Mapping
21 4. Security Program Document Development
22 5. Vulnerability Assessment
23 6. Security testing

24 D. DISTRICT understands and agrees that SUPERINTENDENT's
25 services do not include data breach or forensic services.

1 SUPERINTENDENT shall perform the services referenced above as long as
2 DISTRICT maintains a reasonable request for cyber security guidance
3 and not for data breach or forensic services by the SUPERINTENDENT.
4 SUPERINTENDENT assumes no responsibility for any security or data
5 loss/breach from the guidance provided.

6 E. SUPERINTENDENT may, upon written request from the DISTRICT,
7 provide other cyber security services that may arise. The DISTRICT
8 shall pay SUPERINTENDENT for such additional services at a rate of One
9 hundred fifty dollars (\$150.00) per hour.

10 F. DISTRICT shall be solely responsible for all of DISTRICT's
11 remediation based on findings, end user training, data, security,
12 maintenance and upkeep of its network hardware, servers, storage and
13 any other equipment based upon the cyber security services provided.

14 G. SUPERINTENDENT shall provide DISTRICT a report analysis of
15 cyber security services provided. DISTRICT is responsible for
16 correcting items in written analysis.

17 H. The written analysis provided by the SUPERINTENDENT is
18 solely for the use of the DISTRICT. Accordingly, before taking actions
19 based upon such information, SUPERINTENDENT encourages DISTRICT to
20 consult with the appropriate professionals.

21
22 4.0 DISTRICT'S RESPONSIBILITIES.

23 A. DISTRICT acknowledges that DISTRICT's timely provision of
24 and SUPERINTENDENT's access to relevant DISTRICT assistance,
25 cooperation, and complete and accurate information and data is

1 essential to the performance of SUPERINTENDENT's services and that
2 SUPERINTENDENT shall not be liable for any deficiency in performing
3 the services if such deficiency results from DISTRICT's failure to
4 provide the foregoing.

5 B. DISTRICT shall provide SUPERINTENDENT with appropriate
6 information and reasonable access to DISTRICT's computer and network
7 systems and provide all information, access, and cooperation reasonably
8 necessary to facilitate the services, including an employee of DISTRICT
9 who has substantial computer systems and network experience to act as
10 a liaison between DISTRICT and SUPERINTENDENT. In addition, DISTRICT
11 shall provide SUPERINTENDENT access to specific files or other data
12 necessary to perform its work.

13 5.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT the sum of Ten
14 thousand six hundred dollars (\$10,600.00) for network support services
15 and cyber security services rendered, pursuant to Section 3.0 of this
16 AGREEMENT. DISTRICT's agrees to pay SUPERINTENDENT charges within (30)
17 days upon receipt of an invoice from SUPERINTENDENT. SUPERINTENDENT
18 shall invoice DISTRICT separately for additional network support
19 services or cyber security services requested by DISTRICT. Payment
20 shall be mailed to: Orange County Superintendent of Schools, Attn:
21 Accounting Manager, 200 Kalmus Drive, Costa Mesa, California 92626-
22 9050, or at such other place as SUPERINTENDENT may designate in writing.
23 Charges per year shall be as follows:

- 24 1. \$4,600.00 Network Support Services
25 2. \$6,000.00 Cyber Security Services

1 **Total Fees: \$10,600.00**

2 6.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing
3 technical support and assistance on SUPERINTENDENT'S Network between
4 the DISTRICT and SUPERINTENDENT, provided however, that the
5 availability or performance of this technical support service shall
6 not be construed as altering or affecting SUPERINTENDENT'S obligations
7 as set forth in this AGREEMENT. SUPERINTENDENT'S technical support via
8 telephone shall be provided to DISTRICT without charge Monday through
9 Friday from 7:00 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays.
10 Technical support outside of this timeframe will require prior
11 authorization.

12 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
13 shall be an independent contractor and shall be wholly responsible for
14 the manner in which the services required by the terms of this AGREEMENT
15 are performed. Nothing herein contained shall be construed as creating
16 the relationship of employer and employee, or principal and agent,
17 between SUPERINTENDENT and DISTRICT. SUPERINTENDENT assumes the
18 responsibility for the acts of its employees or agents as they relate
19 to the services to be provided. SUPERINTENDENT, its officers, agents,
20 and employees, shall not be entitled to any rights, and/or privileges
21 of DISTRICT'S employees and shall not be considered in any manner to
22 be DISTRICT'S employees.

23 8.0 HOLD HARMLESS.

24 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
25 harmless DISTRICT, its Governing Board, officers, agents, and employees

1 from liability and claims of liability for bodily injury, personal
2 injury, sickness, disease, or death of any person or persons, or damage
3 to any property, real personal, tangible or intangible, arising out of
4 the negligent acts or omissions of employees, agents or officers of
5 SUPERINTENDENT or the Orange County Board of Education during the
6 period of this AGREEMENT.

7 B. DISTRICT hereby agrees to indemnify, defend, and hold
8 harmless SUPERINTENDENT, the Orange County Board of Education, and its
9 officers, agents, and employees from liability and claims of
10 liability for any loss or damage that results from scanning and/or
11 security testing of the DISTRICT's network and computer systems, bodily
12 injury, personal injury, sickness, disease, or death of any person or
13 persons, or damage to any property, real, personal, tangible or
14 intangible, arising out of the negligent acts or omissions of
15 employees, agents or officers of DISTRICT during the period of this
16 AGREEMENT.

17 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
18 they will not engage in unlawful discrimination because of race, color,
19 religious creed, national origin, ancestry, physical handicap, medical
20 condition, marital status, or sex of such persons.

21 10.0 APPLICABLE LAW. SUPERINTENDENT and DISTRICT agree to comply
22 with all federal, state and local laws, rules and regulations and
23 ordinances that are now or may in the future become applicable to
24 SUPERINTENDENT or DISTRICT's business, equipment and personnel engaged
25 in operations covered by this AGREEMENT or occurring out of the

1 performance of such operations.

2 11.0 ASSIGNMENT. DISTRICT or SUPERINTENDENT shall not subcontract
3 or assign the performance of any of the services in this AGREEMENT
4 without prior written approval of the other party.

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6 12.0 TOBACCO USE POLICY. In the interest of public health, the
7 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
8 use of any tobacco products are prohibited in buildings and vehicles,
9 and on any property owned, leased or contracted for by the
10 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
11 abide with conditions of this policy could result in the termination
12 of this AGREEMENT.

13 13.0 TERMINATION. SUPERINTENDENT or DISTRICT may terminate this
14 AGREEMENT with or without cause, upon the giving of thirty (30) days
15 prior written notice to the other party.

16 14.0 NOTICES. All notices or demands to be given under this
17 AGREEMENT by either party to the other shall be in writing and given
18 by: i) Personal service, or ii) U.S. Mail, mailed either by registered
19 or certified mail, return receipt requested, with postage prepaid.
20 Service shall be considered given when received if personally served
21 or, if mailed, on the third (3rd) day after deposit in any U.S. Post
22 Office. The address to which notices or demands may be given by either
23 party may be changed by written notice given in accordance with the
24 notice provisions of this section. As of the date of this AGREEMENT
25 the addresses of the parties are as follows:

DISTRICT: Fullerton Joint Union High School District
1051 West Bastanchury Road
Fullerton, California 92833
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

15.0 SEVERABILITY. If any term, condition or provision of this
AGREEMENT is held by a court of competent jurisdiction to be invalid,
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.

16.0 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.

17.0 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.

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

3 DISTRICT: FULLERTON JOINT UNION
4 HIGH SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
6 Authorized Signature

BY: 
Authorized Signature

7 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Administrator

9 DATE: _____

DATE: May 11, 2021

10 FJUHSD-NetworkSupport-CyberSecurity(51582)2021-2022
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