

NEWPORT-MESA UNIFIED SCHOOL DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 1st day of February, 2017, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Newport-Mesa Unified School District, 2895-A Bear Street, Costa Mesa, California 92626, 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 hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall provide LCAP Surveys & Focus Groups as described in Exhibit "A",

1 "Service Proposal", which is attached hereto and incorporated by
2 reference for the Instructional Services Program.

3 2.0 TERM. This AGREEMENT shall commence on February 1, 2017 and end
4 on March 30, 2017, subject to termination set forth in this
5 AGREEMENT.

6 3.0 PAYMENT. DISTRICT agrees to pay the SUPERINTENDENT for services
7 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a
8 total sum not to exceed Six thousand eight hundred dollars
9 (\$6,800.00) which includes project-related materials. DISTRICT'S
10 payment to SUPERINTENDENT shall be made upon receipt of an itemized
11 invoice from SUPERINTENDENT. Payment shall be mailed to: Orange
12 County Superintendent of Schools, Attn: Accounting Manager, 200
13 Kalmus Drive, Costa Mesa, California 92626-9050, or at such other
14 place as SUPERINTENDENT may designate in writing.

15 4.0 EXPENSES. DISTRICT shall not be liable to SUPERINTENDENT for
16 any costs or expenses paid or incurred by SUPERINTENDENT in
17 performing services for DISTRICT, except as follows: N/A.

18 5.0 MATERIALS. SUPERINTENDENT shall furnish, at his/her own expense,
19 all labor, materials, equipment, supplies and other items necessary
20 to complete the services to be provided pursuant to this AGREEMENT,
21 except as follows: Project-related materials as described in Section

22 3.0 Payment.

23 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
24 this AGREEMENT, shall be and act as an independent contractor.
25 SUPERINTENDENT understands and agrees that he/she and all of his/her
employees shall not be considered officers, employees or agents of

1 the DISTRICT, and are not entitled to benefits of any kind or nature
2 normally provided employees of the DISTRICT and/or to which
3 DISTRICT'S employees are normally entitled, including, but not
4 limited to, State Unemployment Compensation or Workers'
5 Compensation. SUPERINTENDENT assumes the full responsibility for the
6 acts and/or omissions of his/her employees or agents as they relate
7 to the services to be provided under this AGREEMENT. SUPERINTENDENT
8 shall assume full responsibility for payment of all federal, state
9 and local taxes or contributions, including unemployment insurance,
10 social security and income taxes with respect to SUPERINTENDENT'S
11 employees.

12 7.0 HOLD HARMLESS.

13 A. SUPERINTENDENT agrees to and does hereby indemnify,
14 defend, and hold harmless DISTRICT, its Governing Board, officers,
15 agents and employees from liability and claims of liability for
16 bodily injury, personal injury, sickness, disease, or death of any
17 person or persons, or damage to any property, real personal, tangible
18 or intangible, arising out of the negligent acts or omissions of
19 employees, agents or officers of SUPERINTENDENT or the Orange County
20 Board of education during the period of this AGREEMENT.

21 B. DISTRICT agrees to and does hereby indemnify, defend,
22 and hold harmless SUPERINTENDENT, the Orange County Board of
23 Education, and its officers, agents and employees from liability and
24 claims of liability for bodily injury, personal injury, sickness,
25 disease, or death of any person or persons, or damage to any
property, real personal, tangible or intangible, arising out of the

negligent acts or omissions of DISTRICT, its Governing Board, employees, agents or officers during the period of this AGREEMENT.

8.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that all matters produced under this AGREEMENT shall become the property of SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express written permission. SUPERINTENDENT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the SUPERINTENDENT.

9.0 ASSIGNMENT. The obligations of SUPERINTENDENT pursuant to this AGREEMENT shall not be assigned by SUPERINTENDENT without prior written approval of DISTRICT.

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

11.0 TERMINATION. Either party may terminate this AGREEMENT with or without reason with the giving of thirty (30) days written notice to the other party. DISTRICT shall compensate SUPERINTENDENT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by SUPERINTENDENT. Notice shall be deemed given when

received by the SUPERINTENDENT or DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

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

13.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Newport-Mesa Unified School District
2895-A Bear Street
Costa Mesa, California 92626
Attn: _____

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

14.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a

subsequent similar act from again constituting a violation of such term or condition.

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.

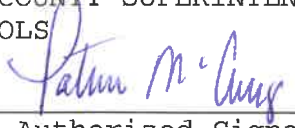
17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: NEWPORT-MESA UNIFIED
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Administrator

DATE: _____

DATE: February 23, 2017

NewportMesaUSD-LCAP-Income(43982)17
ZIP9



**ORANGE COUNTY DEPARTMENT OF EDUCATION
INSTRUCTIONAL SERVICES DIVISION
SERVICE PROPOSAL**

Exhibit "A"

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AI MIJARES, Ph.D.
County Superintendent
of Schools

**ORANGE COUNTY
BOARD OF EDUCATION**
JOHN W. BEDELL, PH.D.
DAVID L. BOYD
ECCA "BECKIE" GOMEZ
LINDA LINDHOLM
KEN L. WILLIAMS, D.O.

TO: Vanessa Galey
Newport-Mesa Unified School District
2985-A Bear St.
Costa Mesa, CA 92626
vgaley@nmusd.us

FROM: Lauren Duran
Evaluation, Assessment and Data Center
200 Kalmus Dr.
Costa Mesa
lduran@ocde.us

DATE OF PROPOSAL: 01/31/2017

PURPOSE: LCAP Stakeholder Feedback Support (surveys)

AUDIENCE: N/A

ESTIMATED NUMBER OF PARTICIPANTS: 0

LCAP PRIORITIES ADDRESSED:

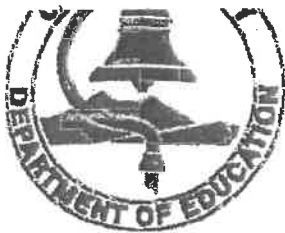
Conditions of Learning	Pupil Outcomes	Engagement
<input checked="" type="checkbox"/> Basic Services	<input checked="" type="checkbox"/> Pupil Achievement	<input checked="" type="checkbox"/> Parental Involvement
<input checked="" type="checkbox"/> Implementation of State Content Standards	<input checked="" type="checkbox"/> Other Pupil Outcomes	<input checked="" type="checkbox"/> Pupil Engagement
<input checked="" type="checkbox"/> Course Access		<input checked="" type="checkbox"/> School Climate

NUMBER OF DAYS: 10.00 **HALF DAYS (included):** 0

PROPOSED DATES: N/A

LOCATION: N/A

MEETING SETUP (rounds, chevron, classroom, etc.):
N/A



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GOAL(S):

Provide N-MUSD with light survey support to gather stakeholder feedback for LCAP

EXPECTED MEASUREABLE OUTCOME(S):

4 online surveys (community, parent, staff, student), 2500 scannable paper surveys (parent only), and results summaries

RESEARCH CITATION:

N/A

ESTIMATED SERVICE COST (Days X Rate): 10.00 x \$600.00TOTAL: \$6,000.00

Time	Amount	Number	Manager
Full day	\$600	= or < 30	1 consultant
(Over 4 hours)	\$1200	= or < 60	1 or 2 consultant(s)
1/2 day	\$300	= or < 30	1 or consultant
(4 hours or less)	\$600	= or < 60	1 or 2 consultant(s)
hourly	\$125		



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ESTIMATED MATERIAL COST (books, printed materials by OCDE): \$800.00

WORKSHOP NEEDS	PROVIDER		
EQUIPMENT:			
• Projector	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
• Document Camera (ELMO)	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
• Audio Speakers	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
• Microphone	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
• Laptops, tablets, etc.	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
REFRESHMENTS:			
• Breakfast	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
• Lunch	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
• Snacks	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
• Beverages	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
MISCELLANEOUS:			
• Handouts	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
• Table Boxes (writing utensils, markers, etc.)	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
• Wireless Access	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A
• Other (LMS Access, Website, Cloud Storage, etc.)	<input type="checkbox"/> District	<input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A

ESTIMATED TOTAL COST (SERVICE + MATERIALS): \$6,800.00

DETAIL:

For Client Use:

When this proposal is accepted, OCDE will create a contract for services.

☒ PROPOSAL ACCEPTED

Authorized Signature

2/2/17
Date