

2 AGREEMENT FOR PARTICIPATION  
3 INSIDE THE OUTDOORS  
4 VIRTUAL PROGRAM  
5 PUBLIC SCHOOLS 2020-2021

6 This AGREEMENT is hereby entered into this 1st day of July 2020,  
7 by and between the Orange County Superintendent of Schools, 200  
8 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to  
9 as SUPERINTENDENT, and Newport-Mesa Unified School District,  
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT  
11 shall be collectively referred to as the Parties.

12 TERMS, CONDITIONS, AND RESPONSIBILITIES

13 1.0 SUPERINTENDENT shall provide a thirty (30) minute to seventy-  
14 five (75) minute Inside the Outdoors - Virtual Program, hereinafter  
15 referred to as PROGRAM, more specifically described in Exhibit "A",  
16 which is attached hereto and incorporated by reference herein.

17 2.0 This AGREEMENT shall be in full force and effect for the period  
18 commencing July 1, 2020 and ending August 31, 2021. This AGREEMENT  
19 must be fully executed by the Parties and be on file with the  
20 SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.

21 3.0 In compliance with Education Code Section 35330 DISTRICT hereby  
22 declares that no student has been denied the opportunity to  
23 participate in the PROGRAM because of the inability to pay the  
24 required fee. DISTRICT has made every effort to acquire the  
25 financial support from fund-raising efforts, parents, and the  
community to assist those students who are unable to pay the required  
fee.

1 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S  
2 school(s) pursuant to Exhibit "A".

3 5.0 DISTRICT shall provide one (1) certificated employee to  
4 participate in the PROGRAM with each group of students.

5 5.1 All participating certificated employees and adult aides,  
6 in cooperation with the PROGRAM staff, shall be expected  
7 to take an active role in the supervision of students.

8 6.0 Should a DISTRICT group exceed four (4) classrooms on a given  
9 day (approximately one hundred twenty (120) students), the additional  
10 classroom(s) may be scheduled to participate on another day.

11 7.0 DISTRICT shall be responsible for the supervision of its  
12 students. DISTRICT shall also be responsible for the actions of its  
13 students and employees while participating in the PROGRAM.

14 8.0 DISTRICT shall provide SUPERINTENDENT'S designee a link to a  
15 virtual platform of the DISTRICT'S choosing, in accordance with  
16 DISTRICT policies, for the Inside the Outdoors - Virtual Program. The  
17 link shall be emailed to [itoregistration@ocde.us](mailto:itoregistration@ocde.us) at least five (5)  
18 business days prior to the scheduled event.

19 9.0 DISTRICT shall hold harmless, defend, and indemnify the Orange  
20 County Superintendent of Schools, the Orange County Board of  
21 Education, and its officers, agents, and employees from any and all  
22 claims for damages resulting from the acts or omissions of DISTRICT,  
23 its officers, agents, employees, and students with respect to the  
24 Inside the Outdoors - Virtual Program.

25 SUPERINTENDENT shall hold harmless, defend, and indemnify the  
DISTRICT, its Governing Board, officers, agents, employees, and

1 students from any and all claims for damage resulting from the acts  
2 or omissions of the Orange County Superintendent of Schools, the  
3 Orange County Board of Education and its officers, agents, and  
4 employees with respect to the Inside the Outdoors - Virtual Program.

5 10.0 Any notice of **cancellation** by DISTRICT must be received in  
6 writing by SUPERINTENDENT at least **twenty (20)** business days,  
7 excluding holidays, prior to the scheduled PROGRAM date. In the  
8 event of a cancellation, the DISTRICT is responsible to find an  
9 equivalent replacement no later than ten (10) business days prior to  
10 the cancelled program date; SUPERINTENDENT may also attempt to find  
11 an equivalent replacement if possible. **If DISTRICT or SUPERINTENDENT**  
12 **is unable to find an equivalent replacement, DISTRICT will be charged**  
13 **ninety percent (90%) of the full cost of the scheduled PROGRAM. If**  
14 DISTRICT'S School wishes to **reschedule** a scheduled PROGRAM date,  
15 DISTRICT'S School may be charged an additional fee of One hundred  
16 dollars (\$100.00).

17 11.0 DISTRICT agrees to pay SUPERINTENDENT per PROGRAM more  
18 specifically described in Exhibit "A", which is attached hereto and  
19 incorporated by reference herein. **Payment shall be based on the**  
20 **number of PROGRAMS delivered, as described in Exhibit "A".**

21 11.1 Postponement of a PROGRAM due to technical difficulties  
22 exceeding fifteen (15) minutes may be made by the  
23 SUPERINTENDENT'S designated staff. DISTRICT groups will  
24 be rescheduled at a mutually agreed upon date when space  
25 is available.

1 12.0 Full payment of fees by DISTRICT must be received by  
2 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

3 13.0 DISTRICT shall implement procedures and protective measures to  
4 assure compliance with current federal and state privacy  
5 requirements, including but not limited to California Assembly Bill  
6 1584, California Assembly Bill 1442, the Student Online Personal  
7 Information Protection Act (SOPIPA), the Family Educational Rights  
8 and Privacy Act (FERPA), the Children's Online Privacy Protection Act  
9 (COPPA), and the Children's Internet Protection Act (CIPA) as  
10 applicable.

11 14.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that  
12 all matters produced under this AGREEMENT shall become the property of  
13 SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express  
14 written permission. SUPERINTENDENT shall have all right, title and  
15 interest in said matters, including the right to secure and maintain  
16 the copyright, trademark and/or patent of said matter in the name of  
17 the SUPERINTENDENT.

18 15.0 ORIGINALITY OF SERVICES. DISTRICT agrees that all technologies,  
19 formulae, procedures, processes, methods, ideas, dialogue, prepared  
20 for and submitted by SUPERINTENDENT to the DISTRICT in connection  
21 with the services set forth in this AGREEMENT are wholly original to  
22 SUPERINTENDENT and shall not be copied or used in whole or in part by  
23 DISTRICT without SUPERINTENDENT'S express written permission.  
24 DISTRICT further agrees that all writings and materials,  
25 compositions, recordings, teleplays, and/or video productions

1 prepared for, written for, or otherwise submitted by SUPERINTENDENT  
2 to the DISTRICT and/or used in connection with the services set forth  
3 in this AGREEMENT, reflect the intellectual property of, and  
4 copyright interests held by SUPERINTENDENT and shall not be copied or  
5 used in whole or in part by DISTRICT without SUPERINTENDENT'S express  
6 written permission. DISTRICT shall not record, videotape and/or take  
7 pictures or screenshots without the express prior written approval by  
8 SUPERINTENDENT.

9 16.0 NOTICE. All notices or demands to be given under this AGREEMENT  
10 by either party to the other, shall be in writing and given either  
11 by: (a) personal service or (b) by U.S. Mail, mailed either by  
12 registered or certified mail, return receipt requested, with postage  
13 prepaid. Service shall be considered given when received if  
14 personally served or if mailed on the third day after deposit in any  
15 U.S. Post Office. The address to which notices or demands may be  
16 given by either party may be changed by written notice given in  
17 accordance with the notice provisions of this section. As of the  
18 date of this AGREEMENT, the addresses of the parties are as follows:

19 DISTRICT: Newport-Mesa Unified School District  
20 2985-A Bear Street  
Costa Mesa, California 92626  
Attn: \_\_\_\_\_

21 SUPERINTENDENT: Orange County Superintendent of Schools  
22 200 Kalmus Drive  
P.O. Box 9050  
23 Costa Mesa, California 92628-9050  
Attn: Patricia McCaughey

24 17.0 In the interest of public health, SUPERINTENDENT provides a  
25 tobacco-free environment. Smoking or the use of any tobacco products

1 are prohibited in buildings and vehicles, and on any property owned,  
2 leased or contracted for by the SUPERINTENDENT pursuant to  
3 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of  
4 this policy could result in the termination of this AGREEMENT.

5 18.0 SUPERINTENDENT and DISTRICT agree that they will not engage in  
6 unlawful discrimination in employment of persons because of race,  
7 color, religious creed, national origin, ancestry, physical handicap,  
8 medical condition, marital status, or sex of such persons.

9 19.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be  
10 construed and entered into in accordance with the laws of the State  
11 of California, through California state courts with venue in Orange  
12 County, California.

13 20.0 If any term, covenant, condition or provision of this AGREEMENT  
14 is held by court of competent jurisdiction to be invalid, void or  
15 unenforceable, the remainder of the provisions shall remain in full  
16 force and effect and shall in no way be affected, impaired or  
17 invalidated thereby.

18 21.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for  
19 violation of, or to insist upon, the strict performance of any term  
20 or condition of this AGREEMENT, shall not be deemed a waiver by that  
21 party of such term or condition, or prevent a subsequent similar act  
22 from again constituting a violation of such term or condition.

23 22.0 This AGREEMENT contains the entire agreement between  
24 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
25 hereafter made shall be ineffective to modify this AGREEMENT in whole  
or in part unless such agreement is embodied in an amendment to this

1 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.  
2 This AGREEMENT supersedes all prior negotiations, understandings,  
3 representations and agreements.

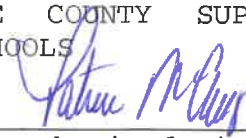
4  
5  
6 [THIS SECTION INTENTIONALLY LEFT BLANK]  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

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

3 DISTRICT: NEWPORT-MESA UNIFIED  
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

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

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

6 PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

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

TITLE: Administrator

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

DATE: October 29, 2020



# EXHIBIT "A"

**Virtual Programs****Exhibit A**

School	Site/Program	Schedule Date	Grade	Number of Presentations	Number of Students	Fee Per Student or Flat Fee	Comments
Andersen School (NMUSD)	Virtual Program - Rethink Resources	1/5/2021	4	4	136	no charge	Grant
Victoria School	Virtual Program - Rethink Resources	1/11/2021	2	2	40	no charge	Grant

**Note:**

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 10.0 and Sections 11.0 and 11.1 of the Agreement.