

NEWPORT-MESA UNIFIED SCHOOL DISTRICT  
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 1st day of August, 2018, 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 professional services related to Language Assessments,



1 Interpretation, Translation and professional development training  
2 services further described in Exhibit "A", "Service Proposal", dated  
3 August 28, 2018, which is attached hereto and incorporated by  
4 reference herein for the Instructional Services Program.

5 2.0 TERM. This AGREEMENT shall commence on August 1, 2018 and end  
6 on June 30, 2019, subject to termination set forth in this  
7 AGREEMENT.

8 3.0 PAYMENT. DISTRICT agrees to pay the SUPERINTENDENT for services  
9 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a  
10 total sum not to exceed Ten thousand dollars (\$10,000.00).  
11 DISTRICT'S payment to SUPERINTENDENT shall be made upon receipt of  
12 an itemized invoice from SUPERINTENDENT. Payment shall be mailed to:  
13 Orange County Superintendent of Schools, Attn: Accounting Manager,  
14 200 Kalmus Drive, Costa Mesa, California 92626-9050, or at such  
15 other place as SUPERINTENDENT may designate in writing.

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

19 5.0 MATERIALS. SUPERINTENDENT shall furnish, at his/her own expense,  
20 all labor, materials, equipment, supplies and other items necessary  
21 to complete the services to be provided pursuant to this AGREEMENT,  
22 except as follows: N/A.

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.

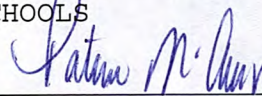
17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed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

BY:  \_\_\_\_\_

Authorized Signature

Authorized Signature

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

PRINT NAME: Patricia McCaughey

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

TITLE: Administrator

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

DATE: December 5, 2018

NewportMesaUSD-Income (47632) 19  
ZIP9

# **EXHIBIT “A”**





**Orange County Department of Education  
Instructional Services Division  
Service Proposal**

**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

**AL MIJARES, Ph.D.**  
County Superintendent  
of Schools

**TO:** Candy Barela  
Director of Special Educ.  
NMUSD  
949-515-6783

**FROM:** Natalia Abarca  
Project Liaison  
Instructional Services

**DATE OF PROPOSAL:** August 28, 2018

**PURPOSE:** Insert Short Title: (ie: Math Training, ELA Training, Physical Ed. Training, etc.) Translation and Interpretation Services, Training

**AUDIENCE:** (Teachers, Administrators, Parents, etc.) All

**ESTIMATED NUMBER OF PARTICIPANTS:** N/A

**LCAP PRIORITIES ADDRESSED:**

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

**NUMBER OF DAYS:** Aug2018 - June 30 2019

**PROPOSED TRAINING DATES:**

**LOCATION:** Schools within NMUSD jurisdiction

**SETUP:** (Rounds, Chevron, Classroom, etc.) N/A

This proposal is not to exceed \$ 10,000

**ORANGE COUNTY  
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

ROBERT M. HAMMOND

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.



**GOAL(S):**

OCDE will provide interpretation and translation services for NMUSD.

**EXPECTED MEASURABLE OUTCOME(S):**

See attached flyer for fees.

**RESEARCH CITATION:**

**ESTIMATED SERVICE COST: (# of Days x Rate)**

**TOTAL:**

Time	Amount	Number	Managers
<b>Full-day</b> <b>(Over 4 hours)</b>	<b>\$600</b> <b>\$1200</b>	<b>= or &lt;30</b> <b>= or &lt;60</b>	<b>1 consultant</b> <b>1 or 2</b> <b>consultants</b>
<b>½ day</b> <b>(4 hours or less)</b>	<b>\$300</b> <b>\$600</b>	<b>= or &lt;30</b> <b>= or &lt;60</b>	<b>1 consultant</b> <b>1 or 2</b> <b>consultants</b>

**ESTIMATED MATERIALS COST: (Books, Printed Materials if OCDE printed)**

**DISTRICT WILL PROVIDE:**

<input type="checkbox"/> <b>Projector</b>	<input type="checkbox"/> <b>Table Boxes (Writing utensils, sticky notes, etc.)</b>
<input type="checkbox"/> <b>Document Camera (ELMO)</b>	Refreshments: <input type="checkbox"/> <b>Breakfast</b> <input type="checkbox"/> <b>Lunch</b> <input type="checkbox"/> <b>Snacks</b> <input type="checkbox"/> <b>Beverages</b>
<input type="checkbox"/> <b>Audio Speakers</b>	<input type="checkbox"/> <b>Handouts</b>
<input checked="" type="checkbox"/> <b>Microphone</b>	<input checked="" type="checkbox"/> <b>Wireless Access</b>
<input checked="" type="checkbox"/> <b>Laptops, tablets, etc. if needed</b>	<input checked="" type="checkbox"/> <b>Other (LMS Access, Website, Cloud Storage, Video, etc.)</b>

**PRESENTER WILL PROVIDE:**

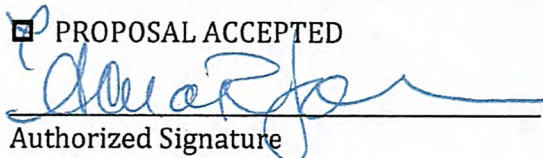
<input type="checkbox"/> <b>Projector</b>	<input type="checkbox"/> <b>Table Boxes (Writing utensils, sticky notes, etc.)</b>
<input type="checkbox"/> <b>Document Camera (ELMO)</b>	<input checked="" type="checkbox"/> <b>Handouts (\$)</b>
<input type="checkbox"/> <b>Audio Speakers</b>	<input type="checkbox"/> <b>Wireless Access</b>
<input type="checkbox"/> <b>Microphone</b>	<input checked="" type="checkbox"/> <b>Other (LMS Access, Website, Cloud Storage, Video, etc.)</b>
<input checked="" type="checkbox"/> <b>Laptop</b>	

ESTIMATED TOTAL COST: SERVICE + MATERIALS = \$ 0.00

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For Client Use:

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

☒ PROPOSAL ACCEPTED

  
Authorized Signature

11-26-18  
Date



