

OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY  
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 1st day of September, 2020, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa California 92626, hereinafter referred to as SUPERINTENDENT, and Ocean View School District Of Orange County, 17200 Pinehurst Lane, Huntington Beach, California 92647, 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 provide the Clear Administrative Services Credential Program training through the creation of a Ocean View School District of Orange County Cohort and as in the "Proposed Costs for Providing the Clear Administrative Services Credential Program

1 through the creation of an Ocean View School District Cohort", which  
2 is attached hereto as Exhibit "A" and incorporated herein by  
3 reference, for the Educational Services Programs.

4 2.0 TERM. This AGREEMENT shall commence on September 1, 2020 and end  
5 on April 21, 2021, subject to termination as set forth in this  
6 AGREEMENT.

7 3.0 PAYMENT.

8 3.1 DISTRICT agrees to pay the SUPERINTENDENT for services  
9 satisfactorily performed pursuant to Section 1.0 of this  
10 AGREEMENT a total sum not to exceed Four thousand five  
11 hundred dollars (\$4,500.00).

12 3.2 Year 1:

13 a. Tuition cost shall be paid at the rate of Four thousand  
14 five hundred dollars (\$4,500.00) per candidate. The  
15 currently enrolled candidate is listed in Exhibit "A",  
16 which is attached hereto and incorporated herein by  
17 reference. **Payment of Two thousand dollars (\$2,000.00)**  
18 **shall be due October 31, 2020.** Additional candidates  
19 may be accepted into the program at the rate of Five  
20 thousand five hundred dollars (\$5,500.00) per  
21 candidate.

22 b. In the event that a candidate withdraws from the Clear  
23 Administrative Services Credential Program, DISTRICT  
24 shall be responsible for any enrollment cost incurred  
25 for the entire semester.

1 c. SUPERINTENDENT shall provide a coach stipend of Three  
2 thousand five hundred dollars (\$3,500.00) per  
3 candidate.

4 3.3 Year 2:

5 a. Tuition cost shall be paid at the rate of Four  
6 thousand five hundred dollars (\$4,500.00) per  
7 candidate. The currently enrolled candidate is listed  
8 in Exhibit "A", which is attached hereto and  
9 incorporated herein by reference. Payment of Two  
10 thousand five hundred dollars (\$2,500.00) shall be due  
11 April 30, 2021.

12 b. In the event that a candidate withdraws from the Clear  
13 Administrative Services Credential Program, DISTRICT  
14 shall be responsible for any enrollment cost incurred  
15 for the entire semester.

16 c. SUPERINTENDENT shall provide a coach stipend of Three  
17 thousand five hundred dollars (\$3,500.00) per  
18 candidate.

19 3.4 Payment shall be mailed to: Orange County Superintendent  
20 of Schools, 200 Kalmus Drive, Costa Mesa, California  
21 92626-9050, Attention: Accounting Manager, or at such  
22 other place as SUPERINTENDENT may designate in writing.

23 4.0 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 the



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

11 5.0 HOLD HARMLESS.

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

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

1 Governing Board, employees, agents or officers of DISTRICT during the  
2 period of this AGREEMENT.

3 6.0 ASSIGNMENT. The obligations of the SUPERINTENDENT pursuant to  
4 this AGREEMENT shall not be assigned by the SUPERINTENDENT without  
5 prior written approval of DISTRICT.

6 7.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that  
7 all matters produced under this AGREEMENT shall become the property of  
8 SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express  
9 written permission. SUPERINTENDENT shall have all right, title and  
10 interest in said matters, including the right to secure and maintain  
11 the copyright, trademark and/or patent of said matter in the name of  
12 the SUPERINTENDENT. DISTRICT consents to use of DISTRICT'S name in  
13 conjunction with the sale, use, performance and distribution of the  
14 matters, for any purpose and in any medium.

15 8.0 TOBACCO USE POLICY. In the interest of public health,  
16 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
17 use of any tobacco products are prohibited in buildings and vehicles,  
18 and on any property owned, leased or contracted for by the  
19 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
20 abide with conditions of this policy could result in the termination  
21 of this AGREEMENT.

22 9.0 NON-DISCRIMINATION. DISTRICT and SUPERINTENDENT agree that it  
23 will not engage in unlawful discrimination in employment of persons  
24 because of race, color, religious creed, national origin, ancestry,  
25 physical handicap, medical condition, marital status, or sex of such  
persons.

1 10.0 TERMINATION. Either party may, at any time, with or without  
2 reason, terminate this AGREEMENT and compensate the other Party only  
3 for services satisfactorily rendered to the date of termination.  
4 Written notice by either Party shall be sufficient to stop further  
5 performance of services by the other Party. Notice shall be deemed  
6 given when received by the Party or no later than three (3) days after  
7 the day of mailing, whichever is sooner.

8 11.0 NOTICE. All notices or demands to be given under this AGREEMENT  
9 by either party to the other, shall be in writing and given either by:  
10 (a) personal service or (b) by U.S. Mail, mailed either by registered  
11 or certified mail, return receipt requested, with postage prepaid.  
12 Service shall be considered given when received if personally served  
13 or if mailed on the third day after deposit in any U.S. Post Office.  
14 The address to which notices or demands may be given by either party  
15 may be changed by written notice given in accordance with the notice  
16 provisions of this section. As of the date of this AGREEMENT, the  
17 addresses of the parties are as follows:

18 DISTRICT: Ocean View School District  
19 17200 Pinehurst Lane  
Huntington Beach, California 92647  
Attn: \_\_\_\_\_

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

23 12.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
24 redress for violation of, or to insist upon, the strict performance of  
25 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



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

3 13.0 SEVERABILITY. If any term, condition or provision of this  
4 AGREEMENT is held by a court of competent jurisdiction to be invalid,  
5 void, or unenforceable, the remaining provisions will nevertheless  
6 continue in full force and effect, and shall not be affected, impaired  
7 or invalidated in any way.

8 14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall  
9 be governed by the laws of the State of California with venue in  
10 Orange County, California.

11 15.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
12 attached hereto constitute the entire agreement among the Parties to  
13 it and supersedes any prior or contemporaneous understanding or  
14 agreement with respect to the services contemplated, and may be  
15 amended only by a written amendment executed by both Parties to the  
16 AGREEMENT.

17 IN WITNESS WHEREOF, the Parties hereto set their hands.

18 DISTRICT: OCEAN VIEW SCHOOL  
19 DISTRICT OF ORANGE COUNTY,  
20 17200 PINEHURST LANE,  
HUNTINGTON BEACH, ORANGE COUNTY  
CALIFORNIA 92647

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

21 BY: \_\_\_\_\_  
22 Authorized Signature

21 BY:  \_\_\_\_\_  
22 Authorized Signature

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

23 PRINT NAME: Patricia McCaughey

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

24 TITLE: Administrator

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

25 DATE: September 21, 2020

OceanViewSD-Income (50448) 21



Orange County Department of Education  
*Institute for Leadership Development*

**Exhibit A**



Proposed Costs for Providing the Clear Administrative Services Credential Program  
through the creation of an Ocean View School District Cohort

Cohort to Enroll no later than August 30, 2020

Program will begin no later than September 10, 2020

Program will begin upon OCDE/Ocean View approval

**Year 2: \$4500**

- Continued coaching by OCDE provided, ACSA-certified Instructional Coach (who provides 40 hours of on-site, face-to-face coaching per year) – **OCDE pays coach stipend of \$3500 per candidate coached**
- Enrollment in virtual environment where all program resources and information are housed
- Ongoing, individualized monitoring by the OCDE Coordinator
- Candidate competence validated through Exit Interview
- OCDE submits recommendation for candidate's Clear Administrative Services credential

Addendum to Contract Request:

- 1) In the event that a candidate withdraws from the Clear Administrative Services Credential program, the district (Ocean View Unified School District) will be responsible for any enrollment cost incurred for the entire semester.
- 2) Please note that due to the Program Model, additional candidates will be accepted into the program for the first year at the same tuition cost of \$5,500.
- 3) Payment must be made as follows up to six participants:  
Year 2 Total of \$4,500 by:  
Payment 1: October 31, 2020  
Payment 2: April 30, 2021

Candidates:

1. Julie Nichols – Julie completed the Year 1 requirements with another program. She will only be completing Year 2 requirements with OCDE.