

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

6 This AGREEMENT is hereby entered into this 21st day of October
7 2020, by and between the Orange County Superintendent of Schools, 200
8 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as
9 SUPERINTENDENT, and Ocean View School District of Orange County,
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall
11 be collectively referred to as the Parties.

12 TERMS, CONDITIONS, AND RESPONSIBILITIES

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

17 2.0 This AGREEMENT shall be in full force and effect for the period
18 commencing October 21, 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 participate
23 in the PROGRAM because of the inability to pay the required fee.
24 DISTRICT has made every effort to acquire the financial support from
25 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 school(s)
2 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 day
9 (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 students.
12 DISTRICT shall also be responsible for the actions of its students and
13 employees while participating in the PROGRAM.

14 8.0 DISTRICT shall provide SUPERINTENDENT'S designee a link to a virtual
15 platform of the DISTRICT'S choosing, in accordance with DISTRICT
16 policies, for the Inside the Outdoors - Virtual Program. The link shall
17 be emailed to itoregistration@ocde.us at least five (5) business days
18 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 Education,
21 and its officers, agents, and employees from any and all claims for
22 damages resulting from the acts or omissions of DISTRICT, its officers,
23 agents, employees, and students with respect to the Inside the Outdoors
24 - 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 or
2 omissions of the Orange County Superintendent of Schools, the Orange
3 County Board of Education and its officers, agents, and employees with
4 respect to the Inside the Outdoors - Virtual Program.

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

16 11.0 DISTRICT agrees to pay SUPERINTENDENT per PROGRAM more
17 specifically described in Exhibit "A", which is attached hereto and
18 incorporated by reference herein. **Payment shall be based on the number**
19 **of PROGRAMS delivered, as described in Exhibit "A".**

20 11.1 Postponement of a PROGRAM due to technical difficulties
21 exceeding fifteen (15) minutes may be made by the
22 SUPERINTENDENT'S designated staff. DISTRICT groups will be
23 rescheduled at a mutually agreed upon date when space is
24 available.

25 12.0 Full payment of fees by DISTRICT must be received by SUPERINTENDENT
within thirty (30) calendar days of billing postmark.

1 13.0 DISTRICT shall implement procedures and protective measures to
2 assure compliance with current federal and state privacy requirements,
3 including but not limited to California Assembly Bill 1584, California
4 Assembly Bill 1442, the Student Online Personal Information Protection
5 Act (SOPIPA), the Family Educational Rights and Privacy Act (FERPA),
6 the Children's Online Privacy Protection Act (COPPA), and the
7 Children's Internet Protection Act (CIPA) as applicable.

8 14.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that
9 all matters produced under this AGREEMENT shall become the property of
10 SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express
11 written permission. SUPERINTENDENT shall have all right, title and
12 interest in said matters, including the right to secure and maintain the
13 copyright, trademark and/or patent of said matter in the name of the
14 SUPERINTENDENT.

15 15.0 ORIGINALITY OF SERVICES. DISTRICT agrees that all technologies,
16 formulae, procedures, processes, methods, ideas, dialogue, prepared for
17 and submitted by SUPERINTENDENT to the DISTRICT in connection with the
18 services set forth in this AGREEMENT are wholly original to
19 SUPERINTENDENT and shall not be copied or used in whole or in part by
20 DISTRICT without SUPERINTENDENT'S express written permission. DISTRICT
21 further agrees that all writings and materials, compositions,
22 recordings, teleplays, and/or video productions prepared for, written
23 for, or otherwise submitted by SUPERINTENDENT to the DISTRICT and/or
24 used in connection with the services set forth in this AGREEMENT,
25 reflect the intellectual property of, and copyright interests held by

1 SUPERINTENDENT and shall not be copied or used in whole or in part by
2 DISTRICT without SUPERINTENDENT'S express written permission. DISTRICT
3 shall not record, videotape and/or take pictures or screenshots without
4 the express prior written approval by SUPERINTENDENT.

5 16.0 NOTICE. All notices or demands to be given under this AGREEMENT
6 by either party to the other, shall be in writing and given either by:
7 (a) personal service or (b) by U.S. Mail, mailed either by registered
8 or certified mail, return receipt requested, with postage prepaid.
9 Service shall be considered given when received if personally served
10 or if mailed on the third day after deposit in any U.S. Post Office.
11 The address to which notices or demands may be given by either party
12 may be changed by written notice given in accordance with the notice
13 provisions of this section. As of the date of this AGREEMENT, the
14 addresses of the parties are as follows:

15 DISTRICT: Ocean View School District of Orange County
16 17200 Pinehurst Lane
17 Huntington Beach, California 92647
18 Attn: _____

19 SUPERINTENDENT: Orange County Superintendent of Schools
20 200 Kalmus Drive
21 P.O. Box 9050
22 Costa Mesa, California 92628-9050
23 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
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.

1 18.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
2 unlawful discrimination in employment of persons because of race,
3 color, religious creed, national origin, ancestry, physical handicap,
4 medical condition, marital status, or sex of such persons.

5 19.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
6 construed and entered into in accordance with the laws of the State of
7 California, through California state courts with venue in Orange
8 County, California.

9 20.0 If any term, covenant, condition or provision of this AGREEMENT
10 is held by court of competent jurisdiction to be invalid, void or
11 unenforceable, the remainder of the provisions shall remain in full
12 force and effect and shall in no way be affected, impaired or
13 invalidated thereby.

14 21.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for
15 violation of, or to insist upon, the strict performance of any term or
16 condition of this AGREEMENT, shall not be deemed a waiver by that party
17 of such term or condition, or prevent a subsequent similar act from
18 again constituting a violation of such term or condition.

19 22.0 This AGREEMENT contains the entire agreement between
20 SUPERINTENDENT and DISTRICT regarding the services and any agreement
21 hereafter made shall be ineffective to modify this AGREEMENT in whole
22 or in part unless such agreement is embodied in an amendment to this
23 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
24 This AGREEMENT supersedes all prior negotiations, understandings,
25 representations and agreements.

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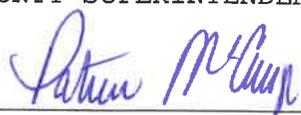
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1 IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT
2 to be executed.

3 DISTRICT: OCEAN VIEW SCHOOL
4 DISTRICT OF ORANGE COUNTY

ORANGE COUNTY SUPERINTENDENT OF
SCHOOLS

5 BY: _____
6 Authorized Signature

BY:  _____
Authorized Signature

7 PRINT NAME: Michael Conroy, Ed.D

PRINT NAME: Patricia McCaughey

8 TITLE: Deputy Superintendent

TITLE: Administrator

9 DATE: _____

DATE: October 5, 2020

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Virtual Programs

Exhibit A

School	Site/Program	Schedule Date	Grade	Number of Presentations	Number of Students	Fee Per Student or Flat Fee	Comments
College View School (OVSD)	Rethink Resources (Multi)	11/12/2020	5	1	30	no charge	Grant
Virtual Academy	Rethink Resources (Multi)	11/5/2020	4	3	99	no charge	Grant
Virtual Academy	Rethink Resources (Multi)	11/6/2020	4	3	99	no charge	Grant
Virtual Academy	Rethink Resources (Multi)	10/26/2020	5	1	32	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.