

Intent to Contract - Year 2020-21



Membership Renewal



New Member

Submission of this document secures a commitment to contract for the below selected services. Completion of this form begins full service; however, **a member contract will be sent for signature which must be returned within 30 days.**

1. Type of Service(s) Requested:

Multimedia Services Membership provides full access 24/7 to premium offerings from CaliforniaStreaming; plus CA State funded databases and partnership offerings from Project Gutenberg, Library of Congress, Annenberg Learner, Pics4Learning, Khan Academy, CK-12, and more — all powered by one search in one place, CalSNAP!

2. Organization Information:

To properly service this contract, the following information about your organization is needed:

Organization Type (check one) Public Charter Private / Non-Public

District/Organization: Davis Joint Unified School District School: Willett/Harper

Address: 526 B Street

County: Yolo City: Davis Zip Code: 95616

Phone: 530-757-5300 Fax: 530-757-5303

Total Enrollment for Media Services: 526/631 (if more than one school, please also provide enrollment for each site)

Please provide a district contact, if applicable, as well as one contact from each school to distribute information to member teachers. Attach a list, as necessary.

Contact Person	Email / Phone	Site
Julie Ser	jser@djud.net/530-757-5300	District Office
Chris Fleutsch	cfleutsch@djud.net/530-757-5460	Willett
Kellie Sequeira	ksequeira@djud.net/530-757-5330	Harper

3. Authorization:

Service(s) Authorized by:

Signature _____ Printed Name _____ Title _____ Date _____

Form Completed by:

Name _____ Title _____ Email _____ Date _____

4. Return this form to:

Mail:

Multimedia Services
Instructional Technology Outreach
Los Angeles County Office of Education
9300 Imperial Hwy, Downey, CA 90242

Fax:

562-940-1667

Email:

media_services@lacoed.edu

**LOS ANGELES COUNTY OFFICE OF EDUCATION
INSTRUCTIONAL TECHNOLOGY OUTREACH
MULTIMEDIA SERVICES CONTRACT FOR PUBLIC & NON-PUBLIC SCHOOLS
2020-2021 SCHOOL YEAR**

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and the **Davis Joint Unified School District** hereinafter referred to as "Client," mutually agree as follows:

1. BASIS OF CONTRACT

LACOE shall provide **Multimedia Services** to the Client with identified services described herein for educational use in and support for member schools, districts, and organizations. Service Options to be provided are contained in **Attachment 1 CalSNAP**, attached hereto, incorporated herein and made a part hereof.

2. TERM AND TERMINATION OF CONTRACT

This Contract is effective upon full execution and shall be in effect from July 1, 2020, through June 30, 2021. This Contract may be terminated at LACOE's convenience upon written notification.

3. REVISING SERVICE OPTION

Both parties understand that during the fiscal year, revisions may be made to **Attachment 1** or additional services may be added as **Attachment 2**, both of which are part of this Contract. In these instances, LACOE shall issue to Client a revised **Attachment 1 CalSNAP** and/or **Attachment 2** to reflect those changes which shall be signed, dated and returned by Client prior to March 31 of the related fiscal year.

4. COST AND PAYMENT

This Contract contains detailed costs on **Attachment 1**. All pricing is standard academic discounted pricing. For public schools within the Los Angeles County, a journal voucher account number will be provided by the Client to LACOE for journal voucher transfers to be made on or before January 1 of the applicable fiscal year. Private, charter, and nonpublic schools will receive an invoice no later than February of the applicable fiscal year; payment will be paid by Client within 30 days of invoice receipt.

5. ASSIGNMENT

Client shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void.

6. INDEMNIFICATION

Client agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property arising from Client's performance of this Contract, unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the Client from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments, or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property arising from LACOE's performance of this Contract, unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the Client. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

7. INSURANCE

Client and LACOE shall take out and maintain such general liability, property damage, and workers' compensation insurance as is required to protect their interests, which insurance shall be primary insurance, contributing with and not supplemental to, the coverage that the other party may carry; and, upon request, each party shall provide the other party a certificate of insurance, along with originals of endorsements naming the other party as additional insured.

8. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of the Client. LACOE shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the Client.

9. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

10. SEVERABILITY/WAIVER

- a. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.
- b. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

11. COVENANT AGAINST CONTINGENT FEES

District/Public Agency warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District/Public Agency for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, District/Public Agency, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

13. TUBERCULOSIS TESTING

Contracting Entity's employees and/or employees of subcontractors must have a current tuberculosis (TB) assessment to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

14. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

15. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

16. FAILURE TO COMPLY

In the event Client fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

17. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

18. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

19. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:
Contracts Unit
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW-133
Downey, CA 90242-2890

Client:
Mailing Address is Client's School or District Office
Attn: Assistant Superintendent/CFO

20. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

21. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits or attachments of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

22. COMPLIANCE WITH LAW

Client shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. Client warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

23. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

24. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agree to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

25. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

26. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

27. RECORD RETENTION AND INSPECTION

Client agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by Client and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

28. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The Los Angeles County Board of Education recognizes the health hazards associated with smoking and the use of tobacco and marijuana products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and marijuana products at any time in Los Angeles County Office of Education-owned or leased buildings, on LACOE property and in LACOE vehicles.

29. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District/Public Agency will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

30. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, Client certifies to the best of its knowledge and belief that it and its principals:

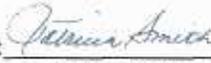
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- b. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 35.2 above, of this certification; and,
- d. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

31. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

SCHOOL DISTRICT
School/District Name:

By: 
Patricia Smith
Chief Financial Officer

Davis Joint Unified School District

By: _____

Typed or Printed Name

Title: _____

Date: Apr 27, 2020

Date: _____

After signature is secured and contract is executed, please return the following:

- A. **Signature Page 5 (this page).**
- B. **Completed and signed Attachment 1 on pages 6-8.**
- C. **School/District service quote with any corrections, additions, and deletions marked.**

Please mail via U.S. Mail to:
Multimedia Services, ITO, Room 251
Los Angeles County Office of Education
9300 Imperial Highway
Downey, California 90242-2890

OR

Please send via email to:
Media_Services@LACOE.edu

**LOS ANGELES COUNTY OFFICE OF EDUCATION
INSTRUCTIONAL TECHNOLOGY OUTREACH
MULTIMEDIA SERVICES CONTRACT FOR PUBLIC & NON-PUBLIC SCHOOLS
2020-2021 SCHOOL YEAR**

*"in compliance with the provisions of the California Ed. Code §1250 and §1251~
Service Options 1, Attachment 1 (Three Pages; Pages 6-8)*

MULTIMEDIA SERVICES members receive:

CalSNAP – A single sign-on, single search of online multimedia with licensed content from CaliforniaStreaming; licensed databases provided by the California State Library (CSL), as allowed; Scholastic's Grolier Online –GO! encyclopedia databases (*excluded in CCETC's service area*); plus additional Open Education Resources (OERs) from partners including: CK-12, Pies4Learning, Unite for Literacy, Library of Congress, Project Gutenberg, Storynory, Khan Academy, Common Sense Education, DocsTeach, Smithsonian Learning Lab, Kinsey Foundation, Facing History and Ourselves, and more. Teachers receive custom accounts and students share an account per school site.

1. **DISTRICT/ORGANIZATION** (please type or print):

Davis Joint Unified School District

2. **LACOE- ASSIGNED CONTRACT #:** C-20173:20:21

3. **MULTIMEDIA SERVICES MEMBERSHIP SERVICE OPTIONS** (please select Option A or B):
Multimedia Services membership is available to Client Members with pricing based on a per student formula by school site and is the standard academic discounted pricing as reflected on your custom quote.

A. Multimedia Services Membership - LACOE's CalSNAP:

Provides access through single user login with the **CalSNAP** online search system—Online licensed media-on-demand with CaliforniaStreaming; licensed Scholastic's GO! encyclopedia databases; licensed CSL databases, as allowed; plus bonus content from Open Education Resource partners. (*A quote for additional subscription content under Attachment 2 will be provided upon request.*)

- **LACOE Service Area – \$1.10 per student** for individual schools or district enrollment, with a minimum fee per school site of **\$450**.
- **Outside of LACOE Service Area – \$1.20 per student** for individual schools or district enrollment with a minimum fee per school site is **\$550**.

4. **BASIS FOR COST OF MEMBERSHIP** (please select one):

- The enrollment numbers and cost on the enclosed service quote is correct.
 See adjustments or corrections on the enclosed service quote.

5. **PAYMENT:**

A. For **public schools within Los Angeles County**, payment will be made by **Journal Voucher Transfer** on or before January 1 of the applicable fiscal year if your **28-Digit Account Code (at 100%)** is provided hereunder:

(If more than one account code is to be charged, please enclose a separate sheet and indicate the amount to be charged against each account.)

B. Private and nonpublic schools will **receive an invoice** by February of the applicable fiscal year.

6. **FISCAL YEAR COVERED UNDER THIS ATTACHMENT:** 2020-2021

7. LIST OF PARTICIPATING SCHOOLS & CONTACTS:

Please provide a school site contact for each Client school in the categories below. The role of this contact is to provide current staff list information so we may update accounts, assign a shared student account, coordinate workshops, distribute information about special opportunities, etc. **If this contract is for more than one school, please attach a separate list providing one contact per school site.**

<u>SCHOOL</u>	<u>CONTACT NAME</u>	<u>PHONE NUMBER</u>	<u>EMAIL</u>
Robert E. Willett ES	_____	_____	_____
F. E. Watkins Junior High	_____	_____	_____
_____	_____	_____	_____

8. AUTHORIZATION TO PROVIDE INSTRUCTIONAL MEDIA PROGRAMMING:

The Member Client hereby grants LACOE permission to act on their behalf to purchase and license rights to allow Client the use of online multimedia and instructional video-streaming programming in accordance with procedures published by LACOE; to enter into contracts, either alone or in cooperation with other county offices of education, consortia, and/or school districts, for the purpose of participating in, or the procuring of: closed circuit broadcast rights, duplication rights, digital rights, video streaming and download rights and services, and other functions necessary to the presentation of video, instructional video, and Internet delivery via CaliforniaStreaming.org, which may be retained by the client when membership is maintained. All classroom media titles shall support the California Content Standards and Frameworks. Nothing contained herein shall be construed as permission by LACOE to record or use any programs not listed by title on the CaliforniaStreaming website.

9. INSTRUCTIONAL MEDIA DELIVERY, SUPPORT MATERIALS, AND SERVICES:

- a) **LACOE’s CalSNAP:** LACOE shall provide Client Member access to CalSNAP search and licensed media-on-demand with CaliforniaStreaming.org; Scholastic’s GO! encyclopedia databases; licensed CSL databases, as permitted; and open content from partner providers.
- b) **CalSNAP within the CCETC service area:** LACOE shall provide Client Member access to licensed media-on-demand with CaliforniaStreaming; licensed CSL databases, as permitted; and open content from partner providers.
- c) **All services:** As detailed on the website, the Client Member has access to unlimited streaming and download rights for teachers at home or school as detailed on the website of entire videos, video segments, and multimedia videos and stills, including Portable Document Format (PDF) teacher guides, audio files, podcasts, with content and standards correlations (should specific titles deny these rights, the limitation will be noted on the website). Students have unlimited streaming rights at school and home with the exception of titles explicitly noted in the title annotation.
- d) **Professional development and workshop support:** Provide utilization services and webinars at no cost to assist the Client Member in making effective use of multimedia in the classroom in support of the California Content Standards; provide in person workshops at no cost within Los Angeles County or no or low cost workshops by special arrangement in the CCETC service area; provide support materials and information either in print format or online to assist the Client Member in the dissemination of information. As available, teacher guides are available online in PDF. Additional online resources will be referenced as available. District, regional, or consortium-coordinated workshops will be provided upon request utilizing instructional media for effective instruction.

10. **ACCESS, DOWNLOAD, AND COPYRIGHT COMPLIANCE:**

- a) All licensed programs have specific terms and conditions for download and retention on DVD, hard drive, or on any other means. All available titles are listed in the online CalSNAP search. Copyrights are retained by LACOE or at its sole discretion.
- b) Members shall not charge an admission fee for viewing any of the instructional media provided to comply with federal copyright regulations.
- c) If membership is not renewed, to maintain copyright compliance, a **“Certification of Erasure” of all media duplicated or downloaded during a membership period will be signed by the authorized administrator of the Client and provided to LACOE.** This certification will be provided within 60-days of membership lapse and must be returned to LACOE within 30-days for copyright compliance.

11. **MEMBER LIAISON:**

Please provide the name of district school-site person to whom all contract-related correspondence is sent. This person is often the contract’s signatory, but may be a designee.

Name: _____

Title: _____

Phone: _____

Email: _____

FAX: _____

Street Address: _____

City, State, Zip: _____

Authorized School/District Administrator Signature

Date

LACOE Signature

Date

**LOS ANGELES COUNTY OFFICE OF EDUCATION
INSTRUCTIONAL TECHNOLOGY OUTREACH
MULTIMEDIA SERVICES CONTRACT FOR PUBLIC & NON-PUBLIC SCHOOLS
2020-2021 SCHOOL YEAR
Quote for Member Services, Attachment 1**



2020-21

CaliforniaStreaming.org
it's just a click away

**Quote for Member
Services
Davis Joint Unified
School District**

School	Enrollment	\$1.20/Student with Minimum Applied
Robert E. Willett Elementary School	526	\$631.20
Frances Ellen Harper Junior High School	631	\$757.20
		\$0.00
		\$0.00
		\$0.00
School Enrollment/Totals:	1157	\$1,388.40

Standard Academic Pricing

- Multimedia Services Membership: \$1.20 per student with a minimum of \$550 per campus.
- All contracts include professional development in classroom utilization and research-based strategies, as well as other features of usage such as searching and downloading.
- Multimedia Services Membership includes:
 1. Online Video and Multimedia-on-Demand- Full stream and download capabilities from CaliforniaStreaming.org, including video, segments, images, audio files, and PDFs.
 2. Single login access and single search results through CalSNAP – Our integrated search system not only searches premium content in CaliforniaStreaming and Scholastic GO!, but also searches state funded databases from TeachingBooks.net and Britannica as well as open content from Annenberg Learner, Docs Teach, Library of Congress, Pics4Learning, Storynory, Facing History and Ourselves, Smithsonian Learning Lab, Khan Academy, Common Sense Education, textbooks and interactives from CK-12, and ebooks from Unite for Literacy and Project Gutenberg. Access to state funded databases from ProQuest is also available for K-12 public schools.