

**CONTRACT NAME: LOS ANGELES COUNTY OFFICE OF
EDUCATION AND DAVIS JOINT UNIFIED SCHOOL
DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This contract between Los Angeles County Office of Education and DJUSD awards Willett Elementary School a Tandem Grant for a one-year subscription to California Streaming.

California Streaming provides teachers and students with copyright compliant materials, including thousands of multimedia clips and images, for presentations and projects. It is custom-built by California Educators.

There is no fiscal impact associated with this grant.

LOS ANGELES COUNTY OFFICE OF EDUCATION

**INSTRUCTIONAL TECHNOLOGY OUTREACH
MULTIMEDIA SERVICES CONTRACT
PUBLIC & NON-PUBLIC SCHOOLS
2016-2017 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 **Davis Joint USD-Robert E. Willett Elementary**, 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 to schools, districts, and organizations. A consolidation of all items to be provided is contained in **Attachment 1, pages 4-7**.

2. TERM AND TERMINATION OF CONTRACT

This Contract is effective upon full execution and is in effect for the selected membership term defined on page 5 of this contract. If the Client wishes to enter into a multi-year Contract for Multimedia Services, please indicate the required term of contract on Attachment 1. The Contract may be amended by mutual written consent of the parties and may be terminated by LACOE upon advance written notification.

3. REVISING SERVICE OPTION

Both parties understand that during the fiscal year, changes may be made to subscribed services and revisions may need to be made to Attachment 1, which are parts of this Contract. In these instances, the Client shall issue to LACOE a signed Revised Attachment 1 to reflect additional services desired during the fiscal year. The Revised Attachment shall be received prior to March 31 of the applicable fiscal year.

4. COST AND PAYMENT

This Contract is available with further detailed costs on Attachment 1. All pricing is standard academic discounted pricing. For public schools within 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. If the Client has requested a multi-year Contract for Multimedia Services, the amount will be transferred or invoiced annually per the preference indicated by the Client on Attachment 1.

5. ASSIGNMENT

Client shall not assign this Contract, in whole or in part, to any third party without the prior written consent of LACOE.

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, attorneys 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 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, attorneys 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 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. 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

8. 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.

9. SEVERABILITY/WAIVER

9.1 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.

9.2 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.

10. 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.

11. 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, 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.

12. 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.

13. 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:
Administrative Services Manager, Contracts Section
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW Room 153
Downey, CA 90242-2890

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

14. 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.

15. 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 attachment of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

16. 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 
Peace Aneke
Administrative Services Manager
Controller's Office

By _____

Typed or Printed Name

Title _____

Date 4-28-16

Date _____

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

- **Pages 1-3 of the signed copy; completed and signed Attachment 1 on pages 4-7**
 - **School/District Service Quote with any corrections, additions, and deletions marked**
- Please mail to:**

Multimedia Services, ITO
Los Angeles County Office of Education
9300 Imperial Highway
Downey, California 90242-2890

Option 1, Attachment 1 (Four Pages; Pages 4-7)**MULTIMEDIA SERVICES:**

Online Multimedia with CaliforniaStreaming, Lending Library DVD Collection, Grolier Multimedia Encyclopedia, Americana Encyclopedia, and Additional Open Content

Powered by "MediaSnap"

(in compliance with the provisions of the Education Code section 51870 et seq.)

**LOS ANGELES COUNTY OFFICE OF EDUCATION
INSTRUCTIONAL TECHNOLOGY OUTREACH SERVICES CONTRACT
PUBLIC & NON-PUBLIC SCHOOLS
2016-2017**

1. DISTRICT/ORGANIZATION: _____
(Please type or print)

2. COST OF MULTIMEDIA SERVICES MEMBERSHIP and SERVICE OPTIONS

Multimedia Services membership is available to Client Members with pricing based on a per student formula by school site and is standard educational discounted pricing. **A custom quote is hereby provided – please make any additions or corrections on the quote.**

- A. Multimedia Services Membership- MediaSnap for LACOE Service Area:**
Provides access through single user login with the *MediaSnap* online searching and booking system: Lending Library collection, online video streaming with CaliforniaStreaming, Grolier Multimedia Encyclopedia, Americana Encyclopedia, and bonus open content from Pics4Learning, Library of Congress, Project Gutenberg, Storynory, Khan Academy, and more.
***\$1.00 per student** for individual schools or partial district enrollment; a minimum fee per school site is \$400 with a maximum of \$1,000 per site; 5% discount for full-district participation.
- B. Multimedia Services Membership- CaliforniaStreaming for CCETC Service Area:**
Provides full access to online video streaming with **CaliforniaStreaming.org**.
(A quote for additional services and content will be provided upon request.)
***\$1.10 per student** for individual schools or partial district enrollment; the minimum fee per school site is \$500 with a maximum of \$1,200 per site; 5% discount for full-district participation.
- C. ITV Broadcast Only:**
Available Only to Districts and Broadcast Agencies or Consortium
- \$.65 per student for private schools, districts, or consortium; full district or agency participation required
 - \$.60 per student in full membership districts with 25,000 plus enrollment
 - \$.55 per student in full membership districts with 35,000 plus enrollment
- D. MediaSnap Online Search with CaliforniaStreaming, Grolier Multimedia Encyclopedia, Americana Encyclopedia, and Open Resources Only*:**
*Available only to schools where ITV is already licensed at the district or organizational level.
\$.35 per student with a \$350 minimum per school site (exclusive of ITV fees paid by district or organization) or a \$700 maximum per school site (exclusive of ITV fees paid by district or organization).

3. PAYMENT

A. For public schools within Los Angeles County, payment shall be made by journal voucher on or before January 1 of the applicable fiscal year. Enter your **28 Digit Account Code for Journal Voucher Transfer** (*one only please*):

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

4. TERM

Choose One (see Section 2: Term and Termination of Contract):

- o One-year membership; July 1, 2016 - June 30, 2017
Expires: 6/30/17
- o Multi-year membership to be paid during each year of provided service.

<i>Circle one:</i>	2 years	3 years	5 years
Expires:	6/30/18	6/30/19	6/30/21

5. TOTAL PARTICIPATING STUDENT ENROLLMENT COUNT: _____

TOTAL NUMBER OF PARTICIPATING SCHOOLS: _____

NUMBER OF SCHOOLS	NUMBER OF STAFF
Elementary _____	Elementary _____
Middle _____	Middle _____
Secondary _____	Secondary _____

6. 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 list providing one contact per school site.

<u>SCHOOL</u>	<u>CONTACT NAME</u>	<u>PHONE NUMBER</u>	<u>EMAIL</u>
---------------	---------------------	---------------------	--------------

7. Authorization to Provide Instructional Media Programming

The Member Client hereby grants LACOE permission to act on behalf of the Member Client to purchase license rights to allow Client the use of online instructional video-streaming programming in accordance with procedures published by LACOE; 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, Educational Broadband System (EBS) and 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 television, and Internet delivery via CaliforniaStreaming.org. LACOE licenses the rights for EBS and closed circuit broadcast of Instructional Television-ITV programs with unlimited rights to retain programs when membership is maintained for Member Clients providing EBS or other means of closed circuit broadcast. All classroom media titles shall conform to and support the California Content and Common Core 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. **Replacement costs, if any, are separate from the terms in this contract.** Client shall pay for loss, damage, or vandalism to instructional media that occurs while in possession of the Member Client.

8. Instructional Media Delivery, Support Materials, and Services

Within LACOE Service Area, LACOE shall:

1) Provide Client Member access to MediaSnap search and licensed media-on-demand with CaliforniaStreaming.org, Grolier Multimedia Encyclopedia, Grolier Americana Encyclopedia, and open content from various vendors. As detailed on the website, the Client Member has access to unlimited streaming and download rights for teachers (unless specific titles deny these rights, in which case, the limitation will be clearly noted on the website) 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. Students have unlimited streaming rights at school and home with the exception of titles explicitly noted in the title annotation.

2) Client Members also have unlimited use of single concept video titles or video series in DVD format from the circulating Lending Library. Media may be reserved in advance for the entire year through the online booking system. Media preview segments may be viewed, if available, and titles ordered from Multimedia Services online catalog via Internet, email, mail, telephone, or fax.

Rights to retain media acquired through any delivery system remains for duration of Client's membership only. Should membership lapse, a district designee shall authorize with a signed "Certification of Erasure" that all duplicated media be erased or destroyed for copyright compliance.

3) Provide utilization services, workshops, and webinars to assist the Client Member in making effective use of multimedia in the classroom in support of the California Content Standards; 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 format. 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.

Within CCETC Service Area, LACOE shall:

1) Provide Client Member access to licensed media-on-demand with CaliforniaStreaming.org. As detailed on the website, the Client Member has access to unlimited streaming and download rights for teachers (unless specific titles deny these rights, in which case, the limitation will be clearly noted on the website) at home or school as detailed on the website of entire videos, video segments, and multimedia videos and stills, including PDF teacher guides, audio files, podcasts, with content and standards correlations. Students have unlimited streaming rights at school and home with the exception of titles explicitly noted in the title annotation.

2) Provide utilization services by webinar at no cost, or low-cost workshops for cost recovery of travel fees, to assist the Client Member in making effective use of the multimedia in the classroom; 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 format. 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.

9. Duplication, Access, and Copyright Compliance

- a. Under no circumstances is the instructional media from circulating media, also known as Lending Library Collection, be copied by any process known or unknown at this time, including mechanical, electronic, or chemical processes. Copyrights are retained by LACOE in its sole discretion.
- b. Member shall not charge an admission fee for viewing any of the instructional media provided hereunder.
- c. All licensed programs have specific terms and conditions for download, duplication, and retention of site collections on DVD, hard drive, or any other means. All available titles are listed in the online MediaSnap search and booking system.
- d. To maintain copyright compliance when membership is not renewed, 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.

10. MEMBER LIAISON:

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

Name: _____

Title: _____

Phone: _____

Email: _____

FAX: _____

Street Address: _____

City, State, Zip: _____

Authorized School/District Administrator Signature

Date