

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

**BRIEF DESCRIPTION OF CONTRACT:** Multimedia Services is an online platform that supports student learning with programs such as California Streaming and BrainPOP. These online resources are available at each DJUSD site library. The Los Angeles County Office of Education manages Multimedia Services.

**FISCAL IMPACT:** The cost of this agreement is included in each site budget.



# LOS ANGELES COUNTY OFFICE OF EDUCATION

## INSTRUCTIONAL TECHNOLOGY OUTREACH MULTIMEDIA SERVICES CONTRACT PUBLIC & NON-PUBLIC SCHOOLS 2018-2019 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 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 to schools, districts, and organizations. A consolidation of all items to be provided is contained in **Attachment 1, pages 4-6**. Optional content for additional cost is described in **Attachment 2, pages 7-8**.

### 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 Attachments 1 or 2, which are parts of this Contract. In these instances, the Client shall issue to LACOE a signed Revised Attachment 1 and/or 2 to reflect additional services desired during the fiscal year. The Revised Attachments 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 Attachments 1 and 2. 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. No multi-year options are available for the optional content add-on as described on Attachment 2.

### 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. *See*

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. 366

**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**

- 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.

**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:

LOS ANGELES COUNTY OFFICE OF EDUCATION  
Contracts Section  
9300 Imperial Hwy. ECW Rm.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 attachments 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

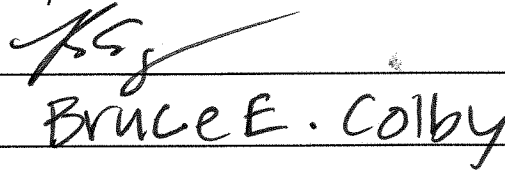
SCHOOL DISTRICT  
School/District Name:

By



Patricia Smith  
Executive Director  
Business and Finance

By



Typed or Printed Name

Title

Chief Business Officer

Date

4/13/18

Date

6/12/18

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

- A. Pages 1-3 of the signed copy**
- B. Completed and signed Attachment 1 on pages 4-6**
- C. Completed and signed Attachment 2 on pages 7-8 if opting in for additional content; return pages 7-8 blank if optional content is not wanted**
- D. 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 4-6)**  
**MULTIMEDIA SERVICES:**

**CalSNAP** - Online Multimedia with CaliforniaStreaming, Scholastic's Grolier Online (GO!) Databases, and Additional Open Content  
*(in compliance with the provisions of the Cal. Educ. Code §1250 and §1251)*

**LOS ANGELES COUNTY OFFICE OF EDUCATION**  
**INSTRUCTIONAL TECHNOLOGY OUTREACH SERVICES CONTRACT**  
**PUBLIC & NON-PUBLIC SCHOOLS**  
**2018-2019**

1. **DISTRICT/ORGANIZATION:** Davis Joint Unified School District  
(Please type or print)
2. **LACOE- ASSIGNED CONTRACT NUMBER:** C-17077:18:19  
(located in the top right-hand corner this contract)
3. **MULTIMEDIA SERVICES MEMBERSHIP 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 as reflected on your custom quote.  
**(Please select one.)**

☐ **A. Multimedia Services Membership- LACOE's CalSNAP:**

Provides access through single user login with the **CalSNAP** online search system: online video streaming with CaliforniaStreaming, Scholastic's Grolier Online (GO!) Encyclopedias and Databases, plus bonus open content from Pics4Learning, Library of Congress, Project Gutenberg, Storynory, Khan Academy, Common Sense Education, and more.

\* **LACOE Service Area – \$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.

\* **Adjusted\* LACOE Service Area – \$1.10 per student** for individual schools or partial district enrollment; a minimum fee per school site is \$500 with a maximum of \$1,200 per site; 5% discount for full-district participation (*\*specific agencies with historical agreements*).

\* **Outside of LACOE Service Area – \$1.40 per student** for individual schools or partial district enrollment; a minimum fee per school site is \$600 with a maximum of \$1,500 per site; 5% discount for full-district participation.

☒ **B. Multimedia Services Membership- CCETC's CalSNAP:**

Provides access through single user login with the **CalSNAP** online search system: online video streaming with CaliforniaStreaming plus bonus open content from Pics4Learning, Library of Congress, Project Gutenberg, Storynory, Khan Academy, Common Sense Education, and more. (*A quote for additional subscription content will be provided upon request.*)

\* **California County Educational Technology Consortium (CCETC) Service Area – \$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. Custom Quote:**

Available only to districts, educational broadcast agencies, consortium, and county offices.

**4. COST FOR MEMBERSHIP (Please select one.)**

A custom quote is hereby provided – please make any additions or corrections.

☒ Quote correct as provided. ☐ See adjustments on enclosed quote.

## 5. 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):

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

## 6. TERM

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

☒ One-year membership; July 1, 2018 - June 30, 2019  
Expires: 6/30/19

☐ Multi-year membership to be paid during each year of provided service.

Circle one: 2 years 3 years 5 years  
Expires: 6/30/20 6/30/21 6/30/23

## 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 list providing one contact per school site.**

SCHOOL	CONTACT NAME	PHONE NUMBER	EMAIL
Willett	Chris Fleutch	(530)757-5460	cfleutch@djUSD.net

## 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 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: 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, which may be retained by the client when membership is maintained. All classroom media titles shall 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.

## 9. Instructional Media Delivery, Support Materials, and Services

- 1) **CalSNAP:** LACOE shall provide Client Member access to CalSNAP search and licensed media-on-demand with CaliforniaStreaming.org, Scholastic's Grolier Online (GO!) Encyclopedia and Databases, and open content from various partnering vendors.
- 2) **CalSNAP within the CCETC service area:** LACOE shall provide Client Member access to licensed media-on-demand with CaliforniaStreaming.org and open content from various partnering vendors.
- 3) **All services:** As detailed on the website, the Client Member has access to unlimited streaming and download rights for teachers at home or school (unless specific titles deny these rights, in which case, the limitation will be clearly noted on the website) 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.

- 4) **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 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.

**10. Access, Download, and Copyright Compliance**

- 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.
- Members shall not charge an admission fee for viewing any of the instructional media provided hereunder.
- 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 signatory below, but may be a designee.

Name: Marcia Bernard

Title: Director, Technology


Phone: (930) 757-5300 x 117

Email: mbernard@djvsd.net

FAX: \_\_\_\_\_

Street Address: 526 B St

City, State, Zip: DAVIS CA 95616

  
Authorized School/District Administrator Signature

6-19-18  
Date

**Option 2, Attachment 2 (Two Pages; Pages 7-8)**  
**MULTIMEDIA SERVICES: BrainPOP Add-On (Optional)**

**LOS ANGELES COUNTY OFFICE OF EDUCATION**  
**INSTRUCTIONAL TECHNOLOGY OUTREACH SERVICES CONTRACT**  
**PUBLIC & NON-PUBLIC SCHOOLS**  
**2018-2019**

1. **DISTRICT/ORGANIZATION:** Davis Joint Unified School District  
(Please type or print)

2. **LACOE- ASSIGNED CONTRACT NUMBER:** C-17077:18:19  
(located in the top right-hand corner this contract)

3. **MULTIMEDIA SERVICES MEMBERSHIP SERVICE OPTION for BrainPOP**  
As a Multimedia Services benefit to Client Members, this contract option offers BrainPOP and BrainPOP ELL as a cost add-on resource. These are available to Client Members with pricing based on a per student formula by school site and is standard educational discounted pricing.

In addition to the licensed and open online resources provided by the Multimedia Services agreement in Option 1, Attachment 1, this optional "Option 2, Attachment 2" add-on provides access to BrainPOP combo and BrainPOP ELL through single user login with the **CalSNAP** online search system at the following add-on rates:

- ☐ **A. Multimedia Services Membership Add-On- BrainPOP Combo & BrainPOP ELL\*:**  
**For All Service Areas – \$2.50 per student** for the BrainPOP Combo, which includes BrainPOP, BrainPOP Jr., BrainPOP Español, and BrainPOP Francais, plus BrainPOP ELL\*.  
**Enrollment for ELL:** \_\_\_\_\_
- ☒ **B. Multimedia Services Membership Add-On- BrainPOP Combo Only:**  
**For All Service Areas – \$1.70 per student with a \$2,250 maximum per site** for the BrainPOP Combo, which includes BrainPOP, BrainPOP Jr., BrainPOP Español, and BrainPOP Francais. (*Enrollment will match your CalSNAP enrollment.*)
- ☐ **C. Multimedia Services Membership Add-On- BrainPOP ELL Only:**  
**For All Service Areas – \$.85 per English Learner student** for the BrainPOP ELL\*. (*\*When choosing BrainPOP ELL, members only need to report their students who are designated as English Learners.*)  
**Enrollment for ELL:** \_\_\_\_\_

4. **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.

5. **LIST OF PARTICIPATING SCHOOLS**

Please provide a school site contact for each Client school in the categories below. The role of this contact is to provide current staff 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>
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#### **6. Authorization to Provide Instructional Online Resource**

The Member Client hereby grants LACOE permission to act on their behalf to participate in a group buy and subscribe to BrainPOP to allow the Client use of the selected BrainPOP products as an add-on and for the additional subscription fees. The Member Client acknowledges that the BrainPOP add on is available through a subcontract between LACOE and the Contra Costa County Office of Education. If at any point LACOE loses the ability to subcontract for this product, LACOE may be unable to provide this option.

This Attachment is effective upon execution. Any dates set forth in the original Contract and/or prior Amendment(s) or Attachments shall be deemed updated/revised, if necessary, to be compatible with this Amendment. All other terms and conditions of the original Contract and/or prior Amendment(s) shall remain the same.

\_\_\_\_\_  
Authorized School/District Administrator Signature

\_\_\_\_\_  
Date



2018-19

CaliforniaStreaming.org

it's just a click away

Quote for Member Services  
**Davis Joint USD- Willett & Harper**

School	Enrollment	\$1.10/Student with Minimum / Maximum Applied
Frances Ellen Watkins Harper Junior High	631	\$694.10
Robert E. Willett Elementary	526	\$578.60
TOTAL:		1,157 \$1,272.70

**Standard Academic Pricing**

CaliforniaStreaming Annual Membership:

\$1.10 per student with a minimum of \$500 or Maximum of \$1200 per campus

\*Discount of 5% for Full District Participation

*Membership includes access to CalSNAP - One Place. Once Search. CalSNAP searches premium content in CaliforniaStreaming along with open content from Annenberg Learner, Common Sense Education, Docs Teach, Library of Congress, Pics4Learning, Storynory, Echoes and Reflections, Khan Academy, textbooks and interactives from CK-12, and ebooks from Unite for Literacy and Project Gutenberg.*

CaliforniaStreaming, a product of the California  
County Educational Technology Consortium (CCETC)  
(209) 238-6930 • info@ccetc.net  
<http://ccetc.net>

Billing and Account Management provided by:



Los Angeles County Office of Education  
9300 Imperial Hwy., Downey, CA 90242  
Ph: 562-922-6107 Fax: 562-940-1667