

## AGREEMENT FOR SPECIAL SERVICES BETWEEN LOCAL EDUCATION AGENCIES

This Agreement for Services ("Agreement") is made and entered into as of June 14, 2023 by and between the **Butte County Office of Education** ("BCOE") and **Gridley Unified School District** ("AGENCY"), (together, "Parties").

The terms of this Agreement are as follows:

1. **Purpose.** The duties, obligations and agreements to provide the services under this Agreement are set forth in the attached **Exhibit "A"** ("Services").
2. **Term.** Services shall commence on July 1, 2023 and will continue until June 30, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Payment.** Compensation shall be as set forth in **Exhibit "B"** as the proposed fee for Services.
4. **Termination.** Either party may, at any time, with or without reason, terminate this Agreement with a reasonable explanation. Written notice by the terminating party shall be sufficient to stop further provision of Services. Notice shall be deemed given when received by the non-terminating party or no later than three (3) days after the day of mailing, whichever is sooner.
5. **Additional Services.** In the event either Party requires services from the other Party in addition to those set forth in this Agreement, the Party requiring additional services shall compensate the other Party for costs incurred by those additional services. If either Party believes that additional services are necessary or desirable, that Party shall submit a written description of the additional services to the other Party, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.
6. **Indemnification.** The AGENCY agrees to indemnify, defend, and hold harmless BCOE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on BCOE arising out of the AGENCY's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of BCOE, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless BCOE under this Agreement, the AGENCY shall reimburse BCOE for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The AGENCY shall seek BCOE approval of any settlement that could adversely affect the BCOE, its officers, agents or employees.  
  
The BCOE agrees to indemnify, defend, and hold harmless AGENCY, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on AGENCY arising out of the BCOE's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of AGENCY, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless AGENCY under this Agreement, the BCOE shall reimburse AGENCY for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The BCOE shall seek AGENCY approval of any settlement that could adversely affect the AGENCY, its officers, agents or employees.
7. **Insurance.** Each party shall procure and maintain at all times insurance with minimum limits as customary for that party's course of business.

8. **Anti-Discrimination.** It is the policy of the BCOE that in connection with all work performed under contracts there be no discrimination against any person engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Program Region agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.
9. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
10. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**If to BCOE:**

Butte County Office of Education  
 Attn: Julie Jarrett  
 1859 Bird Street  
 Oroville, CA 95965  
 Email: [jjarrett@bcoe.org](mailto:jjarrett@bcoe.org)

**If to AGENCY:**

Gridley Unified School District  
 Attn: Justin Kern  
 429 Magnolia Street  
 Gridley, CA 95948  
 Email: [jkern@gusd.org](mailto:jkern@gusd.org)

Any notice personally given or sent by email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

11. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
12. **Assignment.** The obligations and/or interests of either party under this Agreement shall not be assigned or transferred in anyway without written consent from the other party.
13. **Arbitration.** The Parties agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed forty-five (45) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.
  - a. The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.

- b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.
  - c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (b) and (c) of this section.
14. **COVID-19 Acknowledgement.** AGENCY recognizes and understands that guidance on how to protect oneself from the COVID-19 virus and how to avoid spreading the virus to others, is available at <https://www.cdc.gov/coronavirus/2019-ncov/index.html> and through federal, local, and state recommendations and/or regulations. AGENCY understands that this guidance can change, and that AGENCY has a responsibility to stay abreast of the changing information found on these COVID-19 guidance resources. AGENCY is encouraged to follow their district's protocols and have enough school-appropriate cleaning supplies to continuously disinfect the equipment in accordance with California Department of Public Health (CDPH) guidance.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
19. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
20. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that

party or its legal representative drafted such provision, and this Agreement shall be construed as being jointly prepared by the Parties.

- 21. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
- 22. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 23. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) indicated below.

**BCOE:**

**AGENCY:**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

BUTTE COUNTY OFFICE OF EDUCATION

GRIDLEY UNIFIED SCHOOL DISTRICT

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_

Print Name: Mary Sakuma

Print Name: Justin Kern

Title: Superintendent

Title: Superintendent

## **Exhibit "A"** **Scope of Services**

The BCOE Expanded Learning Program is dedicated to supporting the districts and school sites where we currently provide after school program services through the After School Education and Safety Program (ASES) to expand existing programs to serve more students.

It is the intent that all local educational agencies offer all unduplicated pupils in classroom-based instructional programs access to comprehensive after school and intersessional expanded learning opportunities.

Expanded Learning programs shall include all of the following: On schooldays, in-person after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time. In addition, for at least 30 non-schooldays, during intersessional periods, no less than nine hours of in-person Expanded Learning opportunities per day (summer enrichment).

Menu of Contract Services:

Site based Expanded Learning Programs will be provided each day that school is in session from the time the final school bells rings until 6:00 p.m.

Cost for a Non-ASES Funded School Site (McKinley Primary)

  1   School Year: \$216,700 (does not include summer programming)

3 - Baseline Classrooms (Grade 1)  
1 to 20 Staff to Student Ratio  
Classified Staff

2 - Baseline Classroom (Grades TK - K)  
1 to 10 Staff to Student Ratio  
Classified Staff

Cost includes: Classified Staff, Administrative Costs, Enrollment/Attendance Tracking Software, Curriculum, Materials/Supplies, Program Plan Template and Other Related Expenses. Serves up to 80 students (60 1<sup>st</sup> Graders and 20 TK-K)

Costs for Expanding Existing ASES Program (Sycamore and Wilson)

  7   QTY \$43,340 (does not include summer programming)  
Baseline Classroom (Grades 2 - 6)  
1 to 20 Staff to Student Ratio  
Classified Staff

Costs includes: Staffing, Administrative Costs, Enrollment/Attendance Tracking Software, Curriculum/Resource Purchases, Program Plan Template and Other Related Expenses

Additional contract features may include bringing in outside entities to provide specific enrichment activities such as dance, art (cartooning, water colors,

drama, etc.), karate, music, etc. Costs for these services will be determined on a case by case basis upon request of the LEA.

Costs for Intersessional and/or Summer Enrichment Programs (Wilson, McKinley, and Sycamore 6<sup>th</sup> Graders Only)

Contract services below are for 30 non-school days, during intersessional periods and/or summer, no less than nine hours of in-person expanded learning opportunities per day.

Contract costs for districts partnering to provide summer school in the mornings (8:00 a.m. to 12 noon) and the BCOE Expanded Learning Program providing enrichment activities in the afternoons (12 noon to 5:00 p.m.).

\_10\_ QTY \$11,462 (12 noon to 5:00 p.m.)  
Baseline Classroom (Grades 1-6)  
1 to 20 Staff to Student Ratio  
Classified Staff  
200 Student Participants

\_6\_ QTY \$11,462 (12 noon to 5:00 p.m.)  
Baseline Classroom (Grades TK-K)  
1 to 10 Staff to Student Ratio  
Classified Staff  
60 Student Participants

Additional contract features may include bringing in outside entities to provide specific enrichment activities such as dance, art specialties, karate, music, etc. Costs for these services will be determined on a case by case basis.

Additional costs are highlighted in Exhibit B (fee-for-services section).

District Responsibilities:

1. Snack/supper administration during the instructional school year. Breakfast, lunch and snack during summer enrichment when CalKidz Program is unable to provide such service
2. Sufficient space (classrooms, cafeteria, gym, etc.) to provide a safe and engaging program (one classroom/location for every 20 students being served)
3. Custodial services
4. Programming for students with special needs
5. Provision of a school nurse or health aid, during the 30 non-school days, during intersessional periods and/or summer

Additional Contract Provisions:

1. BCOE will maintain ownership of curricula and technological devices procured with district funds to provide aforementioned services. Items purchased with district funds will be used solely in that district and inventoried to meet audit and compliance guidelines.
2. The district will hold BCOE harmless for unforeseen issues (COVID, nation-wide staffing shortage, etc.) that prevent the successful implementation, and ongoing provision of all Expanded Learning legislative, audit, and compliance requirements.

**Exhibit "B"**  
**Fee for Services**

2023 – 2024 Fiscal/School Year:

| Service Type   | Cost      | Qty | \$ Total          |
|--|-----------|-----|-------------------|
| Cost for non-ASES Site (McKinley)  | \$216,700 | 1   | \$ 216,700        |
| After School Expansion for Wilson:<br>After School Expansion (Classified)<br>Grades 1 – 5/1 to 20 ratio  | \$ 43,340 | 5   | \$ 216,700        |
| After School Expansion for Sycamore (6 <sup>th</sup> Grade):<br>After School Expansion (Classified)<br>Grade 6/1 to 20 ratio                                       | \$ 43,340 | 2   | \$ 86,680         |
| Summer Enrichment (12 Noon – 5:00 p.m.)<br>Grades 1 – 6/Classified/1 to 20 ratio<br>200 Student Participants   | \$ 11,462 | 10  | \$ 114,620        |
| Summer Enrichment (12 Noon – 5:00 p.m.)<br>Grades TK – K/Classified/1 to 10 ratio<br>60 Student Participants   | \$ 11,462 | 6   | \$ 68,772         |
| Summer Enrichment Opporutunities<br>(Field trips, creative dance, art, karate, music, etc.<br>Costs for these services will be determined on a case by case basis) |           |     | \$ 50,000         |
| After School Program/Summer Enrichment – Curriculum, Resources<br>And Supplies   |           |     | \$ 100,000        |
| Annual Area Coordinator Support Fee  | \$ 10,819 | 1   | \$ 10,819         |
| ASES Summer Program Rebate:<br>(Wilson)  | \$ 8,300  | 1   | \$ -8,300         |
| <b>Total Contract Amount:</b>  |           |     | <b>\$ 855,991</b> |

With District approval, contract totals can be adjusted should additional students wish to participate in the program. BCOE will conduct a budget review in February to determine if a contract budget revision is necessary and to revise future invoicing should BCOE determine it will not utilize all proposed contract dollars.

District payment structure will replicate that of the California Department of Education’s After School Education and Safety Program (ASES):

Percentage of Total Contract Amount Due to BCOE Fiscal Department:

65%            Due within 30 days of signed contract.

25%            Due on or before February 1<sup>st</sup> of contract year.

10% Due on or before June 1<sup>st</sup> of contract year.

ASES provides after school funding to serve:

82 – Students Per Day at Wilson

30 – Students Per Day at Sycamore