

AGREEMENT FOR SPECIAL SERVICES BETWEEN LOCAL EDUCATION AGENCIES

This Agreement for Services ("Agreement") is made and entered into as of September 8, 2022 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 September 8, 2022 and will continue until January 12, 2023, 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: Jeanette Spencer
 1859 Bird Street
 Oroville, CA 95965
 Email: jspencer@bcoe.org

If to AGENCY:

Gridley Unified School District
 Attn: Michael Pilakowski
 429 Magnolia Street
 Gridley, CA 95948
 Email: mpilakowski@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:

Dated: _____

BUTTE COUNTY OFFICE OF EDUCATION

Signed By: _____

Print Name: Mary Sakuma

Title: Superintendent

AGENCY:

Dated: _____

GRIDLEY UNIFIED SCHOOL DISTRICT

Signed By: _____

Print Name: _____

Title: _____

Exhibit "A"
Scope of Services

BCOE agrees to provide professional learning and support in Universal Design for Learning through five after-school workshops delivered virtually and in-person.

UDL Academy Meeting Schedule:

September 8, 2022, 3:30-5 pm, In-person

October 13, 2022, 3:30-5 pm, Virtual

November 10, 2022, 3:30-5 pm, Virtual

December 8, 2022, 3:30-5 pm, Virtual

January 12, 2023, 3:30-5 pm, In-person

CONTENT OF WORKSHOPS will include:

- Overview of principles of UDL and how these concepts support inclusive learning environments
- UDL Lesson design tools and templates,
- Facilitated collaborative conversations with teachers from other schools and district, and
- Support from UDL Academy team in designing and reflecting on use of UDL Lesson Design tools and templates, as needed.

Exhibit "B"
Fee for Services

District agrees to pay \$300 per teacher participant to BCOE for trainings and coaching support. (S-transfer will be completed at the end of May)

The district agrees to pay \$1000 of the \$1300 registration fee to each teacher registrant as a stipend for their participation in Academy activities.

Each teacher participant will be required to submit a Stipend Authorization Form to their LEA's business office that shows completion of:

- All five Academy sessions,
- creation and implementation of classroom lessons and activities, and
- written reflections on lessons/activities.

See Exhibit C for list of district's participating teachers and Exhibit D for sample of Stipend Authorization Form.

Exhibit "C"
Participating Teachers

See below for a list of participating teachers from Gridley USD.

Connie Quist

Stipend Authorization Form for Non BCOE Staff

Project/Grant: _____

Participating LEA: _____ Participant: _____

Stipend Amount: _____

Pre-Authorization from LEA Administration / Business Office: _____

Printed Name

Signature

Date

Please complete the above section before the grant activities begin.

PARTICIPANT RESPONSIBILITIES:

Activity and Description	Date Completed	Supervisor's Initials

Participant (printed): _____

Participant ID Number: _____

Participant Signature: _____ Date: _____

LEA Principal/Supervisor: _____

LEA Principal/Supervisor Signature: _____ Date: _____

BCOE Administrator: _____

BCOE Administrator Signature: _____ Date: _____

PAYMENT INFORMATION:

- Upon completion of activities, Butte County Office of Education will transfer funds to the LEA for the agreed upon amount; the LEA will issue payment to the participant.
 - The participant acknowledges that payment will reflect an amount less statutory benefits as determined by the LEA's negotiated agreement.
- Participant's Initials:** _____

*Make a copy of this completed form for your records.
 Submit the original completed form to LEA's payroll department.*

