

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Stanislaus County Office of Education, hereinafter referred to as "Office," and Sylvan Union School District hereinafter referred to as "Contractor," is for Professional Development to be performed by a non-employee of the Contractor. Office and Contractor herein named do mutually agree to the following terms and conditions:

1. Office staff shall perform the following duties:

- The focus of this work is to deploy the 3-hour Professional Development session that is part of the EquAALS grant project on-site to the school district. As part of the EquAALS grant project, each participating teacher will receive a kit of materials to deploy strategies related to the project. Each kit includes an iPad. The Professional Development session and the kit are provided as gratis to the district as part of the EquAALS grant project. Each participating teacher must attend and sign-in to the 3-hour EquAALS PD to receive a kit and for the district to receive reimbursement for iPad purchase.
- The participating district will purchase the iPads based on a bid from Apple Education provided by Stanislaus COE. Upon receiving the iPads, the district will invoice Stanislaus COE for the reimbursement of funds used to purchase the iPads. The invoice must be delivered to Stanislaus COE prior to August 30, 2019.
  - Total number of sessions to deliver the PD (including dates)
    - ❖ 1 sessions
    - ❖ August 22, 2019
  - Total number of participating teachers: 17

2. Office will provide the above service(s) as outlined in Paragraph 1 under the terms of this agreement.

3. In consideration of the services performed by the Office, the Contractor shall pay the Office according to the following fee schedule:

Services are provided gratis per the EquAALS grant.

4. The term of this agreement shall commence on **April 1, 2019** and shall terminate on **August 30, 2019**.

5. This agreement may be terminated at any time during the term by either party upon **ten (10)** days' notice.

6. Contractor shall contact Office's designee, **Amy Bultena (209) 238-1337**, with any questions regarding performance of the services outlined above. Office's designee shall determine if and when the services described have been completed.

7. The parties intend that an independent contractor relationship be created by this contract and Contractor shall not provide worker's compensation coverage or assume responsibility for workers' compensation liability for

Office employees. Office likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this Agreement:

- Contractor agrees to hold harmless and to indemnify Office for any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and Contractor at his or her own cost expense and risk, shall be construed to require Contractor to hold harmless or indemnify Office for liability or damages resulting from the negligence or willful act, or omission of Office or its officers, agents, or employees.
  - Office agrees to hold harmless and to indemnify Contractor for any injury to person or property sustained by Office or by any person, firm or corporation employed directly or indirectly by the Office or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission, of the Office, or any person, firm or corporation directly or indirectly employed by the Office upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and Office at his or her own cost expense and risk, shall be construed to require Office to hold harmless or indemnify Contractor for liability or damages resulting from the negligence or willful act, or omission of Contractor or its officers, agents, or employees.
8. This Agreement is for the personal services of Contractor, and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of the Office.
  9. The Office certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Office's current employer.
  10. Contractor shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed, and no other uses thereof will be permitted except by permission of the Contractor. Proprietary materials will be exempted from this clause.
  11. Consultant/Office certifies that he or she is not an employee of the Contractor and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the Office with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:

\_\_\_\_\_  
Debra Hendricks  
Superintendent  
Sylvan Union School District  
605 Sylvan Avenue  
Modesto, CA 95355

\_\_\_\_\_  
Date

\_\_\_\_\_  
Don Gatti, Contract Officer

\_\_\_\_\_  
Date

Stanislaus County Office Of Education

Send all copies to the Business Office.

Distribution will be made as follows:

White - Business Office

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\_\_\_\_\_  
Departmental/Core Leadership Team Officer

\_\_\_\_\_  
Budget Supervisor

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