

### **AGREEMENT FOR SPECIAL SUPPORT 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 Support Services to be completed by staff employed by the Office. Office and Contractor herein named do mutually agree to the following terms and conditions:

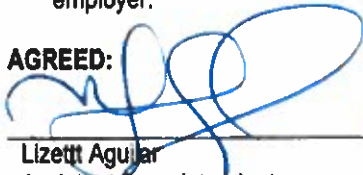
1. Office staff shall perform the following duties:
  - Manage a contact list for non-profit private schools in Stanislaus, San Joaquin, Calaveras, Tuolumne, Mariposa, Merced, Santa Clara and Alameda Counties.
  - Produce and email an initial contact letter to non-profit private schools in the above-mentioned counties on behalf of the Contractor, offering consultation regarding Title I Part A funds.
  - The initial contact letter will include a consultation request form to be completed and submitted by non-profit private schools seeking consultation.
  - The Office will manage responses submitted by non-profit private schools indicating no desire to consult and maintain verification of the offer to consult for schools that do not reply. Office staff will make a good faith effort to follow-up with non-respondents to the initial contact letter.
  - The office will forward completed requests for consultation forms to applicable contractors.
2. Contractor staff shall be responsible for adhering to all codes and regulations mandating Equitable Services Consultation between their district and non-profit private schools requesting consultation.
3. Office will provide the above service(s) as outlined in Paragraph 1 under the terms of this agreement.
4. The Office will perform the duties described in Paragraph 1 at no charge to the Contractor.
5. The term of this agreement shall commence on **December 20, 2019** and will be concluded once the initial offering of consultation is completed.
6. This agreement may be terminated at any time during the term by either party with 10 days written notification.
7. Contractor shall contact Office's designee, **Rex Tschetter (209) 238-1313**, with any questions regarding performance of the services outlined above. Office's designee shall determine if and when the services described have been completed.
8. 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.

9. This Agreement is for the professional support 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.

10. The Office certifies that his or her current employer, if any, is fully cognizant of this Agreement and that hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Office's current employer.

**AGREED:**

  
 Lizett Aguilar  
 Assistant Superintendent  
 Sylvan Union School District  
 605 Sylvan Ave.  
 Modesto, CA 95350

  
 Date

  
 Lisa Tiwater, Contract Officer  
 Stanislaus County Office of Education

  
 Date