INDEPENDENT CONTRACTOR AGREEMENT
Between James Foster
and the San Leandro Unified School District
Alameda County of California

This Independent Contract Agreement, hereafter referred to as "Agreement", is by and between the San Leandro Unified School District, hereafter referred to as "BOARD" or "DISTRICT" and James Foster hereafter referred to as "CONSULTANT".

In consideration for the promises set forth below, DISTRICT agrees to retain CONSULTANT as an independent contractor and CONSULTANT hereby accepts the status as an independent contractor as a Consultant for the San Leandro Unified School District.

I. TERM

This Agreement shall commence on July 1, 2012, and shall continue until terminated pursuant to Section IV. below.

II. COMPENSATION & BILLING

A. DISTRICT shall pay CONSULTANT the sum of $50.00 per hour for each full hour of service rendered and not to exceed $19,600 for the fiscal year from July 1, 2012 to December 31, 2012. Any travel time that may be required by CONSULTANT in the rendering of services shall be the responsibility of the CONSULTANT.

B. CONSULTANT shall submit a monthly itemized statement to the DISTRICT. The itemized statement shall reflect the hours set forth on a no less than one-tenth (.1) hour basis for all professional services rendered per workday by the CONSULTANT in performing his duties under this Agreement.

C. CONSULTANT shall receive no additional compensation of any kind (e.g. allowances, benefits, etc.) other than the hourly rate of pay set forth above.

III. DUTY DAYS

CONSULTANT shall render service to the DISTRICT to accomplish CONSULTANT goals as set forth by the District Superintendent. CONSULTANT and IT Administrator shall agree on a monthly schedule of service days, which will ensure CONSULTANT'S availability.

IV. TERMINATION OF INDEPENDENT CONTRACTOR AGREEMENT

This Agreement may be terminated prior to its normal expiration by:

A. Mutual agreement of both parties.

B. CONSULTANT giving thirty (30) calendar days advance notice to the Superintendent to terminate this Agreement.

C. Immediately upon written notice by Superintendent to CONSULTANT to terminate this Agreement.

V. GENERAL PROVISIONS

A. This Agreement is the full and complete Agreement between the parties hereto. It can only be changed or modified in a writing, which has been signed by the parties or their successors in interest to this Agreement.

B. CONSULTANT represents that he is providing professional services to other entities during the term of this Agreement and DISTRICT represents that it is aware of such fact and does not intend that this Agreement precludes CONSULTANT from continuing to provide professional services to other entities during the term of this Agreement.

C. The CONSULTANT shall accept the Confidential Information of The District for the sole purpose of providing Consulting and for activities in furtherance thereof and will not, without prior written consent of the DISTRICT, use such Confidential Information except for such purpose. Except as provided herein, or as required by law, the Consultant further agrees not to disclose the Confidential Information to any other person without the express written permission of the DISTRICT.

D. Documents remain property of the DISTRICT. All documents given to the CONSULTANT as Confidential Information pursuant to this Agreement, and all documents developed by the Consultant in furtherance of Consulting, and all copies thereof, whether whole or partial, shall be and remain the property of the DISTRICT. The CONSULTANT shall deliver all such documents and all copies or excerpts thereof to the DISTRICT promptly upon the request of the DISTRICT.

IN WITNESS HERETO, we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties hereto.

Dated: _____ Dated: _____

_____ _____

By: Song Chin-Bendib, Ass't. Sup't.
San Leandro Unified School District

By: James L. Foster