Decisiones ***Family Services***
One child, one family at a time…

May 29, 2013

San Leandro Unified School District
Sheila Lawrence, Director of Student Services
Lincoln High School
2600 Teagarden St.
San Leandro, CA 94577

Entering our second school year at Lincoln our goal is to continue to focus our attention to those students who have struggled not only academically, but emotionally during their time at other school sites. We know that last school year was a success and we want to carry that same momentum into the 2013-2014 school years.

Decisiones Family Services understand that there are many obstacles that get in the way of students. Our goal is to assist them with these obstacles so they can move forward with their educational career. We know that without an education our students will not be prepared for the future. It would be a great honor to provide our services to your students and the families in which you work with.

Here is the contract and scope of work we have developed so we can move forward with this project.

1. Conduct individual sessions for counseling, tutoring, and homework help with students in the ACE program
2. Conduct meetings with students and their parents to discuss goals and objectives
3. Conduct monthly meetings with parents
4. Track students progress in the ACE program
5. Meet with Staff and Administrators to discuss students

Hours of Services:

Monday through Friday from 9:00am to 12:00pm. for the 2013-2014 school year. Start date: August 21, 2013 through June 12, 2014.

Fee Agreement:

San Leandro Unified School District, Lincoln High School agrees to pay Decisiones Family Services, DBA Victor E. Diaz the amount of $23,168.00 for services mentioned above ($128/day x 181 days).

Payment Cycle:

Payments are to be made as follows:

August, 2013:	$1,024.00
September, 2013:	$2,560.00
October, 2012:	$2,944.00
November, 2012:	$1,920.00
December, 2012:	$1,920.00

Payment Cycle Continued:

January, 2012:	$2,304.00
February, 2012:	$1,920.00
March, 2013:	$2,560.00
April, 2013:	$2,176.00
May, 2013:	$2,688.00
June, 2013:	$1,152.00
Total:	23,168.00

Decisiones Family Services will provide the school site a monthly invoice with the tax ID number for each month that services has been provided. Payments shall be received in our office by the 15th of every month.

CRIMINAL BACKGROUND CHECKS

1.1 Screening: AGENT will provide the DISTRICT with a list of employees that have cleared a fingerprint scan by the United States Department of Justice and the FBI. All pre-employment screening, including but not limited to NCLB testing, and tuberculosis testing for GEAR UP staff members will be conducted pursuant to the regulations already in use by the AGENT Personnel Policies and Practices. By execution of this MOU, the DISTRICT and AGENT acknowledge that Education Code Section 45125.1 applies to services under the ASSETS PROGRAM. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice and the FBI for a criminal records check.

1.1.1 AGENT expressly acknowledges that:

1.1.1.1 AGENT and all of AGENT'S employees working on the school site must submit fingerprints in a manner authorized by the Department of Justice, together with the requisite fees as set forth in Education Code Section 45125.1;

1.1.1.2 AGENT shall not permit any employee or contractor to come in contact with students until the Department of Justice has ascertained that the employee or contractor has not been convicted of a serious or violent felony;

1.1.1.3 AGENT shall certify in writing to the DISTRICT that none of its employees or contractors who may come in contact with students have been convicted of a serious or violent felony;

1.1.1.4 AGENT shall provide to DISTRICT a list of names of its employees who may come in contact with students. The AGENT shall fulfill these requirements at its own expense.

INDEMNIFICATION: San Leandro USD agrees to indemnify, defend and hold harmless Decisiones Family Services and its governing board, officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including reasonable attorney's fees and costs, arising out of or resulting from acts or omissions of San Leandro USD, its governing board, officers, agents or employees in the performance of this MOU.

Decisiones Family Services agrees to indemnify, defend and hold harmless San Leandro USD, its governing board, officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including reasonable attorney's fees and costs, arising out of or resulting from acts or omissions of Decisiones Family Services, its governing board, officers, agents or employees in the performance of this MOU.

SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect.

TERMINATION OF CONTRACT: Either party may terminate this agreement, in writing, at least 30 days prior to the date of termination. If contract is terminated, Decisiones Family Services will be paid for all work completed.

The parties hereto have executed this contract as of the dates written below.

Decisiones Family Services
401 Marina Blvd.
San Leandro, CA 94577

_____
Victor E. Diaz
Executive Director

Date: _____

San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579

_____
Cindy M. Cathey
Superintendent

Date: _____