GENERAL PROVISIONS

1. Contract

This Contract is entered into this **12th day November, 2013**, between **San Leandro Unified School District** (hereinafter referred to as "Local Education Agency" or "LEA") and **Collaborative Learning Solutions, LLC** (hereinafter referred to as "CONTRACTOR") for the purpose of providing consultation and technical assistance to San Leandro Unified School District.

2. Compliance with Laws, Statutes, Regulations, LEA Policies and Procedures

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR.

3. Term of Contract

The term ("Term") of this CONTRACT shall commence on November 12, 2013 and shall end on June 30, 2014.

4. Contract Dispute Resolution

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Contract, or otherwise relating to this Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Contract. The provision in this section of the Contract shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Contract. For purposes of this section of the Contract, the term "injury" shall include monetary and/or non-monetary injuries.

The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally.

If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

ADMINISTRATION OF CONTRACT

5. Notices

All notices required to be given pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage prepaid.

If mailed or delivered by hand, notice shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the Notice page of the Contract. Notices to CONTRACTOR shall be addressed as indicated on Notice page of this Contract.

6. Severability Clause

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

7. Successors in Interest

This Contract binds CONTRACTOR's successors and assignees.

8. Venue and Governing Law

The laws of the State of California shall govern the terms and conditions of this Contract.

9. Modifications and Amendments Required to Conform to Administrative Guidelines

This Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

10. Termination

Either party may terminate this Contract on or after the thirtieth (30th) day after such party gives the other party written notice of a material breach by other party, unless such breach is cured within thirty (30) days following the breaching party's receipt of such written notice.

Upon termination of this Contract without notice of a material breach, CONTRACTOR may be entitled to damages resulting from the early termination of this Contract. As such LEA may be responsible for damages resulting from the LEAs early termination of this Contract.

11. Insurance

CONTRACTOR shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of $1,000,000/$1,000,000/$1,000,000.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: $1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit ($2,000,000).

2. Automobile Liability: $1,000,000 combined single limit.

3. Professional Liability/errors and omissions coverages, including sexual molestation and abuse: $1,000,000 per occurrence/$1,000,000 aggregate.

C. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA.

If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

12. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold LEA and their Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding, LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Contract.

13. Non-Discrimination

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

COMPENSATION

14. Rates

LEA shall pay an amount not to exceed $6,500 for services provided under this Agreement. The rate of pay is all inclusive, covering time, effort, and travel.

The contract may be amended to add additional time if both parties agree to an amendment.

WORK TO BE PEFORMED

15. Services

Services to be rendered to LEA by the CONTRACTOR as described below:

- Working with a district leadership team to engage in a self-assessment process leading to the development of an improvement plan (CEIS Plan)
- Conducting an analysis of data (database comparison, identification, discipline) to identify root causes of current "disproportionality" designation
- Helping district leaders to identify and access targeted professional development and technical assistance resources based on an approved plan.
- Maintaining periodic communication with district leadership to support the implementation and monitoring of the improvement plan.

Signature

The parties hereto have executed this Contract by and through their duly authorized agents or representatives.

San Leandro Unified School District	Collaborative Learning Solutions, LLC
_____	_____
Authorized Signature	Authorized Signature
Date _____	Date _____