**PERSONAL SERVICES AGREEMENT**

**THIS PERSONAL SERVICES AGREEMENT (the "Agreement") dated this _____ day of _____,_____**

**BETWEEN:**

San Leandro Unified School District
835 East 14th Street Suite 200
San Leandro, California 94577
(the "Client")

**- AND –**

Rocky Medeiros
609 Glen Drive
San Leandro, California 94577
(the "Contractor")

**BACKGROUND:**

A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**Services Provided**

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

   Working directly for and at the direction of the Superintendent, the Contractor shall,

   a. Function in the capacity of Director of Safety and Emergency Services.

   b. Conduct safety and security assessments of all campuses under the control of the San Leandro Unified School District (SLUSD) and make recommendations to address any noted gaps.

   c. Review all safety and security plans currently in place and make necessary modification and/or additions.

   d. Review all safety and security policies and procedures and make necessary modifications and/or additions.

e. Review SLUSD's Emergency Operation Center to ensure seamless interfacing capabilities exist with City and County operation centers.

f. Provide training, as it pertains to safety, security and emergency preparedness, to SLUSD staff to ensure operational readiness.

g. Review SLUSD's Communication Program and make necessary recommendations to ensure continuity of operations are maintained during emergencies.

h. Collaborate with existing SLUSD technology working groups to explore alternative methods to increase efficiency and effectiveness at all SLUSD campuses.

i. Provide oversight for security professionals working at all SLUSD campuses.

j. Liaison with local, state and federal law enforcement organizations on matters pertaining to safety and security at SLUSD campuses.

k. Liaison with City of San Leandro staff, SLUSD staff, private vendors, and the community to develop and enrich current partnerships and to build new ones.

l. Function in the capacity of Program/Project Manager, as directed by the Superintendent, during the planning and implementation phases of new safety and security programs at SLUSD campuses.

m. Ensure SLUSD maintains compliance with the California Education Code, as well as any and all accreditation programs governing safety and security activities at SLUSD campuses.

n. Engage in any other activity as assigned by the Superintendent.

2. The Contractor hereby agrees to provide such services to the Client.

**Term of Agreement**

3. The term of this Agreement (the "Agreement") will begin on the date of this Agreement and will remain in full force and effect until June 30, 2019, subject to earlier termination as provided in this Agreement. The term of this Agreement may be extended with the written consent of the Parties.

4. In the event that either Party wishes to terminate this Agreement prior to June 30, 2019, that Party will be required to provide 10 days written notice to the other Party.

**Performance**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

**Currency**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

**Work Schedule**

7. The Contractor shall be assigned to a 203 days annual work schedule, as established by the SLUSD and currently being used for specified employee classifications.

8. A flexible schedule will be utilized to ensure the needs of the SLUSD are met.

9. The Superintendent will approve in advance all leave requests.

10. The Contractor will observe school holidays/closures as they pertain to the SLUSD's Classified Management Employee Classification.

**Compensation**

11. For the services rendered by the Contractor as required by this Agreement, the Client will provide salary compensation (the "Compensation") to the Contractor of $139,988.80 annually. This salary equates to an hourly rate of $86.20 per hour. (203 days x 8 hours per day = 1,624 hours annually. 1,624 hours x $86.20 per hour = $139,988.80).

12. The Client shall include a 10% ($13,998.88) contingency as part of this Agreement to address any unforeseen needs or services requested of the Contractor.

13. The Superintendent will approve and monitor all hours worked by the Contractor.

14. Accounting for hours worked and payment methodology will be done by a mutually agreed upon process by both Parties.

**Reimbursement of Expenses**

15. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the services under this Agreement.

16. All expenses must be pre-approved by the Superintendent.

**Confidentiality**

17. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

18. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

19. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

**Ownership of Intellectual Property**

20. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

21. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

**Return of Property**

22. Upon expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

**Capacity/Independent Contractor**

23. In providing the services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, worker's compensation, insurance premiums, profit-sharing, pension or any other employee benefit for the Contractor during the term of this Agreement. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

**Notice**

24. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

    a. San Leandro Unified School District
    835 East 14th Street Suite 200
    San Leandro, California, 94577

    b. Rocky Medeiros
    609 Glen Drive
    San Leandro, California, 94577

    or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served

personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

**Indemnification**

25. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

**Modification of Agreement**

26. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

**Time of the Essence**

27. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**Assignment**

28. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**Entire Agreement**

29. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**Enurement**

30. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

**Titles/Headings**

31. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Gender**

32. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

33. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the

law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

34. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

35. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this _____ day of _____,_____

**SIGNED, SEALED AND DELIVERED**

in the presence of:

Witness:

Sign:_____

Name:_____

Title:_____

Address:_____
_____
_____

Client:

Sign:_____

Name: Mike McLaughlin, Ed.D.

Title: Superintendent

Address: San Leandro Unified School District
835 East 14th Street Suite 200
San Leandro, California, 94577

**SIGNED, SEALED AND DELIVERED**

in the presence of:

Witness:

Sign:_____

Name:_____

Title:_____

Address:_____
_____
_____

Contractor:

Sign:_____

Name: Rocky Medeiros

Title: Contractor

Address: 609 Glen Drive
San Leandro, California, 94577