The ELS Group
CONTRACTED SERVICES AGREEMENT

This Agreement, once executed and returned, outlines the terms for contracted professional consultant services to be provided by The ELS Group (hereinafter "ELS") to the San Leandro School District (hereinafter the District). More specifically, ELS agrees to provide the District with the professional and technical services of Mary T. Stark (hereafter "Consultant"), an independent contractor and consultant, and the District agrees to pay fees for time and delivery of those services as outlined herein.

In consideration of the promises of the parties hereto, it is mutually agreed herein that:

1. ELS agrees to provide a Consultant to provide financial and budgetary services for the District. Consultant shall have such powers and exercise such duties as prescribed by California law and regulations, and the policies, requirements and directives of the of the contract administrator. It is anticipated by the parties that ELS will provide Mary T. Stark as the consultant providing services to the District.

2. The District will provide adequate working conditions and clerical assistance and supplies as necessary for the Consultant to execute the performance objectives. The adequacy of such assistance shall be at the sole discretion of the District. At no time will ELS be obligated to provide any of the above items or services to the Consultant.

3. The services performed by ELS and Consultant under this Agreement shall be performed at the highest professional level of competence according to standards acceptable as agreed upon by the Consultant, ELS and the District, but in any event, in accordance with California laws and regulations, and the policies, requirements and directives of the Board and District.

4. To the extent allowed by law, the District and ELS, shall each defend, indemnify, and save harmless the other and its Board of Trustees, officers and employees against any and all claims, actions, liabilities and losses, by whomever asserted, of acts, errors, or omissions on the part of their respective officers, agents, students, or employees arising out of any activities in the performance of this Agreement, providing, however, that either party shall be given sufficient notice to enable it to participate and conduct an appropriate defense of any claims made.

5. The Consultant shall be considered for all purposes a self-employed independent contractor. The Consultant is not an employee of ELS or the District regardless of nature and extent of the acts performed by the Consultant; that inasmuch as said Consultant shall not be an employee of ELS or the District, neither ELS nor the District assume liability under law for any act of the Consultant performing or traveling pursuant to this Agreement. Furthermore, as the Consultant is a self-employed independent contractor, neither the District nor ELS shall be responsible for the payment of any health and welfare benefits, unemployment insurance,

Workers' Compensation Insurance, Social Security or Medicare taxes, or collection of federal or state income tax withholding for or on behalf of the Consultant.

6. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, employee, partnership, joint venture, or association between the District and ELS, but is, rather, an agreement by and between the independent contractors, these being District and ELS.

7. The Consultant shall perform the services as defined in Appendix "A". To the extent that the law allows, the Consultant may discharge the duties which are consistent with her status as an independent contractor. The District shall designate an employee(s) to discharge those duties and exercise those powers which can only be vested in a person employed by the District, and in that capacity the designated employee(s) and the Consultant shall coordinate to ensure the orderly and consistent administration of the area of consultation. It is further understood and agreed, it is the District's responsibility to ensure that a true independent contractor relationship is established and maintained.

8. Payment of fees in consideration of this agreement shall be as stipulated in Appendix "B". ELS will bill the entire amount owed on or after August 16, 2011 for the services outlined in Appendix "A". The District will reimburse ELS for services provided by the Consultant within 30 days of receipt of a valid invoice from ELS.

9. This Agreement constitutes the entire agreement among the parties relating to this consulting engagement and supersedes all prior agreements or understandings between the District and ELS or their agents.

10. If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding.

11. This Agreement may only be amended or modified by mutual consent of the parties in writing.

12. This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with all applicable laws and regulations of the State of California and to the policies of the District. Said laws, rules, regulations and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

13. Consultant shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.

14. The obligations of ELS under this Agreement shall not be assigned or subcontracted by ELS without the express prior written consent of DISTRICT, which may be refused for any reason. Any assignment or subcontract of rights under this Agreement absent consent of District shall be void.

15. It is acknowledged that through the performance of the duties hereunder, Consultant may have substantial access to information and documents which are not public records and not matters of public or general knowledge, and which are deemed to be confidential and/or non-disclosable by law. ELS/Consultant hereby irrevocably stipulate during the term of the consulting arrangement, and at all times after the termination of this consulting arrangement, neither ELS nor Consultant shall, directly or indirectly, disclose to any other person or entity (without prior written approval by District) any confidential or privileged information, unless compelled by subpoena or force of law.

16. ELS acknowledges that this Agreement has been jointly prepared and negotiated and to the extent that any ambiguity should be found to exist, such ambiguity shall not be resolved or construed against any party.

17. This Agreement may be executed and delivered in counterparts, each of which so executed and delivered shall be an original, but such counterparts together constitute but one and the same instrument and agreement.

18. Each and every provision of this Agreement shall be construed in favor of maintaining an independent contractor relationship. In the event any provision of this Agreement may be found to be ambiguous it shall be construed in such a way as to maintain the independent contractor relationship.

FOR: The ELS Group LLC

Sallie A. Savage

August 10, 2011

Sallie A. Savage
Senior Partner
The ELS Group, LLC
1071 Roosevelt Street
Monterey, CA 93940
831.241.8379

Date

FOR: District

Song Chin-Bendib
Asst. Superintended Business and Operation
San Leandro Unified School District

Date

Appendix "A"

Scope of Services

Consult with and advise the Assistant Superintendent Business and Operations regarding fiscal matters of San Leandro School District's Fiscal Year close out.

The services in this specifically do not include the evaluation, hiring, firing or supervision of any District personnel. Consultants shall not process any employee grievances, sign any official District documents or perform any functions defined as "credible service".

Schedule hours of service will be agreed upon by the Consultant and the Assistant Superintendent of Business and Operations

Appendix "B"

TERMS
THE ELS GROUP

ELS will bill the District on or after August 16, 2011 for the services outlined in Appendix "A". The District will reimburse ELS for services provided by the Consultant within thirty (30) days of receipt of a valid invoice from ELS.

The monthly fee for the Consultant's services shall be compensated by a rate of $115 per hour and net 15% to be paid to ELS and travel costs (IRS mileage rate), $57.50 for travel hours and costs for lodging.