SAN LEANDRO UNIFIED SCHOOL DISTRICT

CONTRACTED SERVICES AGREEMENT

INSTRUCTIONS:

1. Submit Contracted Services Agreement for Board Approval at least 1 month prior to services.
2. Forms must be completed with all required signatures and have Board approval before the consultant/independent contractor can perform services for the District. (Requests submitted after services are performed will jeopardize payment.)
3. Clearances must be obtained with Human Resources Dept. (if applicable) prior to the start of services. Originating Dept. will follow up with HR once the contract is received.

Requested by: Matthew Steinecke / Matthew Steinecke / October 30, 2020
(SLUSD) Print Name — Signature — Date

Name of Consultant/Organization: Robert Osario - Osorio Training Center LLC

18408 Watters Drive Castro Valley, CA 94546
Address — City — State — Zip

510-825-5576 — Telephone Number
Fax Number
cvtarrob@gmail.com — Cell # or E-Mail Address

SCOPE OF WORK: Boxing Movement Classes and Instruction over the School Year. Miniumum of 8 sessions a quarter, maximum of 16 depending on student interest. Each session is 1 hour

LOCATION OF SERVICES: Lincoln High School, delivered over Zoom

DATE(S) OF SERVICE: November 2020 - May 2021

ESTIMATED COST: $12,000 (and/or hourly Rate: $_____)

NAME OF PROGRAM: Lincoln High School, ASSETs

BUDGET NUMBER: _____(or ASB funds____)

Administrator/Program Manager Approval:

Matthew Steinecke / Matthew Steinecke /Date: October 30, 2020
Print Name — Signature

Consultant/Contractor:

Robert Osorio / _____ /Date: 11/3/20
Print Name — Signature

Business Manager: Initial: _____ Date: _____ Human Resources: Initial: _____ Date: _____

The Contracted Services Agreement must include the following before going to Purchasing Dept. for processing. Check off and attach all documentation that applies.

___ BOARD APPROVAL DATE: _____
___ Clearances with Human Resources: _____Fingerprinting ___TB
___ Add as Vendor ___W-9 Tax Form ___EDD form (Employment Development Dept.)
___ Copy of Requisition ____Invoice Attached

Note: District staff cannot be employed as a consultant/independent contractor.

Distribution:
___Originating Department ___Human Resources ___Purchasing Department

REVISED 4-16-14 RA/RM/vkc

Osorio Training Center LLC

INVOICE

18408 Watters Drive
Castro Valley, CA 94546
Phone: 510 825-5576

INVOICE # 1001
DATE: 02/28/2020

To:
Matthew Steinecke
Lincoln High School
2600 Teagarden St
San Leandro, CA 94577
Phone: (510) 618-4460

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
3	Boxing Movement Classes and Instruction over a School Quarter	$4,000	$12,000
	● Minimum of 8 hours per quarter ● Maximum of 16 hours per quarter ○ Depending on student need and request		

SUBTOTAL	12,000
SALES TAX	
SHIPPING & HANDLING	
TOTAL DUE	12,000

TERMS
Due on receipt **This invoice covers the remainder of the 2020-2021 school year beginning the week of October 26, 2020**

Make all checks payable to Osorio Training Center LLC
If you have any questions concerning this invoice, Robert Osorio, (510) 825-5576

THANK YOU FOR YOUR BUSINESS!

REQUIRED CERTIFICATIONS AGREEMENT
BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND Osorio Training Center LLC

All providers of services to the San Leandro Unified School District ("District") are required to comply with the terms and conditions of this Required Certifications Agreement ("Agreement"), which is incorporated into and made a material condition and provision of all agreements for services. Failure to comply with these terms and conditions constitutes grounds for immediate termination of any agreement for services between any Agency/Consultant/Contractor (hereafter referred to as "Consultant") and the District. The undersigned Consultant has the responsibility to make a reasonable determination of whether an employee/agent/volunteer/subconsultant and/or other authorized representative (each, a "Consultant provider") will have more than limited contact with pupils, and therefore requires a criminal background check. To make this determination, Consultant shall consider the totality of the circumstances, including factors such as the length of time the person will be on school grounds, whether the person will be in proximity with pupils, and whether the person will be alone on school grounds or will be constantly supervised by a person who has passed a criminal background check. As an example, note that any counselor, instructor or care provider in a group or individual setting will be considered to have "more than limited contact."

Criminal Background Clearance: Consultant shall, in connection with each Consultant provider comply with the provisions of Education Code §45125.1, including, but not limited to obtaining clearance from both the California Department of Justice (CDOJ) and the Federal Bureau of Investigation prior to providing Services to any District student. Consultant shall not permit any Consultant provider to have any direct contact with District pupils or families until after Consultant certifies in writing to the District that such Consultant provider has not been convicted of a violent or serious felony, as contemplated in the Education Code. Consultant shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2.

Tuberculosis Clearance: Each Consultant provider must show evidence of negative tuberculosis (TB) test results, as described in, and within the timeline prescribed by, Education Code §49406, before having contact with District students or families. Consultant shall maintain on file the certificates from the examining physicians and surgeons showing that each Consultant provider was examined and found free from active tuberculosis. These forms must be maintained and updated by Consultant, and be available to the District or any designated agency upon request or audit.

Cost: Consultant shall be responsible for all costs related to fingerprinting and TB testing. Consultant shall provide the District with Certifications, in the form attached to this Agreement (Page 2), covering each and every Consultant provider.

Effective Date: This agreement shall be dated and in full force and effect on the date signed by the District, as indicated below.

No Other Changes: All provisions of this Agreement not specifically changed herein remain in full force and effect. This Agreement, constitutes the full agreement and understanding of the Parties with respect to the matters therein and herein contemplated.

Execution: The person(s) executing this Agreement on behalf of the Consultant warrants and represents that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and further agrees that this Agreement is a material condition of any and all agreements for services between Consultant and the District.

Company Name: OSORIO TRAINING CENTER

[Authorized Representative]

Title: OWNER

Date: 10/3/20

For the SLUSD:

[Superintendent or Designee]

Title:

Date:

REQUIRED CERTIFICATIONS AGREEMENT - Page 2: Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracting Services

I certify that each of the persons below meets all of the requirements as described on Page 1 of the Required Certifications Agreement. If necessary, additional persons may be added to this agreement on attached pages labeled Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracted Services and shall meet all of the requirements specified in this agreement.

I certify that none of my employees/agents/volunteers/subconsultants, contractors, or representatives will have any contact with students prior to passing the criminal background checks and tuberculosis screening required by this Agreement.

Name	Fingerprint Clearance Date	TB Clearance Date
Robert Osorio	ON FILE W SLUSD	ON FILE W SLUSD

By signing below on behalf of Consultant, I certify that I am an authorized signatory and that the information provided herein as "Required Certifications" is true and accurate. I further acknowledge that during the term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage additional employees/agents/volunteers, I promise to forward this additional information to the District immediately.

Legal Name of Consultant/Contractor: Robert Osorio

By: _____ Date: 11/3/20

(authorized signatory)

Name: Robert Osorio Title: OWNER