Napa/Solano/Contra Costa Educational Support Team
2121 Imola Avenue
Napa, CA 94559-3625

District Agreement for Napa/Solano/Contra Costa Educational Support Team Services

Agreement #: 2012-1192

Project Name: San Leandro Unified School District Local Educational Agency Plan

This agreement for subcontract services is hereby entered into by

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

Debbie Wong
510-667-3509
dwong@sanleandro.k12.ca.us

hereinafter referred to as the **DISTRICT** and

Napa County Office of Education
2121 Imola Avenue
Napa CA 94559-3625
Tax Payer ID# 94-6002406
Contact Phone # (707) 253-3381

hereinafter known as **CONTRACTOR** (fiscal agent for the Napa/Solano/Contra Costa Educational Support Team).

1. TERM

CONTRACTOR shall commence work on February 7, 2012. The work shall be completed no later than March 10, 2012.

2. COMPENSATION

The **DISTRICT** shall pay an amount not to exceed $16,500.00 upon receipt of the **CONTRACTOR**'s invoice. Invoices must be paid in full when invoiced.

3. SCOPE OF SERVICES

CONTRACTOR is specially trained, experienced and competent and agrees to provide the special services required on a limited basis to the **DISTRICT**. The **CONTRACTOR** shall satisfactorily complete activities according to the specific services outlined in the **WORK TO BE PERFORMED** section of this Agreement.

CONTRACTOR understands and agrees that **CONTRACTOR** and all of its employees or subcontractors are not employees of the **DISTRICT** and are not entitled to benefits of any kind or nature normally provided employees of the **DISTRICT** and/or to which **DISTRICT** employees are normally entitled. **CONTRACTOR** shall be responsible to pay, according to law, all payments for income taxes, worker's compensation, unemployment insurance and self-employment (social security) taxes. No income or payroll taxes shall be withheld or paid by **DISTRICT** on behalf of **CONTRACTOR** or its employees or subcontractors. **CONTRACTOR** is responsible for maintaining appropriate tax related records.

CONTRACTOR shall furnish, at own expense, all labor, mileage, materials, equipment, and other items necessary to carry out the terms of this Agreement.

4. WORK TO BE PERFORMED

The **CONTRACTOR** agrees to provide the following services:

Develop a LEAP for San Leandro Unified School District (due to CDE March 10, 2012):

- Meet with district administrative personnel to review the results of previously administered state tools to determine areas of success and areas for continued attention; validate results. Tools: Academic Program Survey (all levels), ISS, ELSSA, and DAS.
- Meet with district administrative personnel to review the San Leandro USD Equity project impact to determine areas of success and areas for continued attention
- Meet with district administration to review district achievement data, develop responses to Corrective Action 6, and develop high leverage actions for the LEAP
- Meet with appropriate district personnel to review the elements of the LEAP that have not been outlined above (e.g. review Title 3 Plan)
- Write a LEAP that meets the requirements of Program Improvement Year 3 identification, including the response to Corrective Action 6; send to CDE by the required deadline

Timeline:

Date(s)	Activity
February :	Tool review with appropriate district personnel • APS review (all levels): • ISS review • ELSSA review/Title 3 review/EL Master Plan review • Equity Project review • DAS review
February:	Meeting with district administration to review district data, develop responses to Corrective Action 6, and high leverage actions
February/March	Develop LEAP, review Plan with district; post on CDE website according to directions

5. 24 HOUR CANCELLATION NOTICE AND FEES

A minimum of a 24-hour cancellation notice shall be given to the **CONTRACTOR** for dates scheduled by the **DISTRICT** for this agreement. This cancellation notice may be made by e-mail notification. This notification must be sent to the project Lead Mary Camezon at the e-mail address mcamezon@pacbell.net. If the cancellation notice is not received 24 hours prior to the scheduled date and time the **DISTRICT** has reserved the consultant, the full fee for that day will be charged to the agreement and the date will not be re-scheduled.

6. PERFORMANCE

In the performance of the work herein contemplated, **CONTRACTOR**, is an independent contractor, with the authority to control and direct the performance of the details of the work, the **DISTRICT** being interested only in the quality of the services and the results obtained.

7. INDEMNIFICATION

DISTRICT agrees to hold harmless, indemnify and defend **CONTRACTOR** and its trustees, employees, agents and volunteers from any and all claims, damages, losses and expenses, including attorney fees, arising or resulting from damage to property, injury or death to any person, firm or corporation in connection with its performance of this Agreement. **DISTRICT** also agrees to hold harmless, indemnify and defend **CONTRACTOR** and its trustees, officers, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to **DISTRICT** in connection with the performance of this Agreement.

CONTRACTOR shall hold harmless and indemnify **DISTRICT** and its officers and employees, from all damages of every nature and description caused by sole negligence or willful misconduct by **CONTRACTOR** related to its performance under this Agreement.

8. CRIMINAL BACKGROUND CHECK

CONTRACTOR agrees to comply with all provisions of Education Code Section 45125.1. Prior to commencing work, **CONTRACTOR** will conduct criminal background check of all employees and subcontractors assigned to the **DISTRICT**. No employees or subcontractors who have been convicted of serious or violent felonies will have contact with pupils pursuant to this Agreement. This determination is made by a fingerprint check through the Department of Justice. The Department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify **CONTRACTOR** of criminal history.

9. 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, **CONTRACTOR** will be paid for all work completed.

DISTRICT	**CONTRACTOR**
Superintendent	Chief Business Officer
Print Name	Joshua Schultz Print Name
Date	Date