

**AGREEMENT FOR SERVICE BETWEEN THE SAN CARLOS SCHOOL District
AND LEGARZA SPORTS**

This agreement is made as of July 1, 2015 by and between the San Carlos School District and Legarza Sports.

Whereas, the District desires to obtain services for the administration of the Lunch Wellness Program for grades K-8 at Heather Elementary School, White Oaks Elementary School, Brittan Acres Elementary School, Arundel Elementary, Central Middle School and Tierra Linda Middle School;

Whereas, Legarza serves as a youth sports education organization in San Mateo county; and

Whereas, Legarza desires to provide administrative support and Lunch Wellness services to the District for a program at all 6 schools in San Carlos, California; and

Whereas, Legarza has developed learning curriculum containing information which is identified as follows: (hereinafter "Legarza Lesson Plans").

Now, therefore, the parties agree as follows:

1. SERVICES

Legarza agrees to provide professional services to the District in accordance with the terms and conditions of this agreement.

2. SCOPE OF SERVICES

Legarza agrees to provide the District the Legarza Lunch Program with the following services:

- Lunch coverage for 35 weeks and scheduled in accordance with the District academic calendar to occur between August, 2015 and June, 2016.
- Provide trained instructors for K-8 grade students at 6 of the Schools.
- Design and implementation of program evaluations for teacher and principal feedback.
- Meetings with principals and District personnel as required.
- Administrative oversight from Legarza Program Director, Business Manager and School Principals.

3. INSURANCE

Legarza carries liability insurance to cover public liability for services provided under this contract as well as applicable workman's compensation insurance. The District is responsible to provide a safe environment for classes and is considered liable as such.

4. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of the Agreement, Legarza shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicap, or national origin.

5. INDEMNIFICATION

Legarza agrees to indemnify, defend, and hold harmless the District, its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising due to the performance of his agreement. The District agrees to indemnify, defend, and hold harmless Legarza its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising due to the performance of this Agreement.

6. DISPUTE RESOLUTION

Should any dispute arise out of this Agreement, the Parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be paid mutually. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

7. FINGER PRINTING AND BACKGROUND CHECKS

As required by the California State Education Code. Legarza instructors will be required to undergo finger printing and background checks. Legarza will provide the District written verification that all instructors have filed fingerprints and have passed the State and DOJ background checks no later than September 28, 2015 for work during the 2014-15 academic school year.

8. COMPENSATION

Legarza agrees to perform all services of this agreement for a sum not to exceed \$4,750 per school. The Lunch Wellness Program will include all costs, administrative overhead, and liability insurance.

Legarza shall submit a total of four (4) invoices as detailed below:

	Amount Due	Payment Due Date
Invoice #1	\$7,125	September 1, 2015
Invoice #2	\$7,125	December 1, 2015
Invoice #3	\$7,125	March 1, 2016
Invoice #4	\$7,125	May 1, 2016
TOTAL	\$28,500.00	

In witness thereof, the parties hereto have executed this Agreement by their duly authorized officers:

San Carlos Unified School District
By Signature of Officer and Title

Robert Porter,
Chief Operations Officer, San Carlos School District

Date

Legarza Sports
By Signature of Officer and Title

Nick Owen,
Executive Director, Legarza Sports

Date

Legarza Sports
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