

**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 Physical Education Program for grades K-4 at Heather Elementary, White Oaks Elementary, Brittan Acres Elementary & Arundel Elementary Schools;

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

Whereas, Legarza desires to provide administrative support and Physical Education services to the District for a program at Heather Elementary school 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 Physical Education Program with the following services:

- 90-minutes of P.E. classes per week for 35 weeks and scheduled in accordance with the District academic calendar to occur between August, 2015 and June, 2016 for White Oaks, Heather, Arundel & Brittan Acres Elementary Schools. Legarza will not be providing P.E. services from March 28th through April 1, 2016.
- Duration of classes for grades K-4 will be 45 minutes per session.
- Legarza developed Lesson Plans: (Lesson Plans will be periodically evaluated and modified based on SCSD needs).
- Provide trained P.E. instructors to teach K-4 grade students at all of the Elementary Schools.
- Supervision of instructors' work and formal evaluation procedures.
- Design and implementation of student assessments for the program.
- 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.
- Requires secured storage area at each site.

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 2015-16 academic school year.

8. COMPENSATION

Legarza agrees to perform all services of this agreement for a sum not to exceed \$31,500 per school and \$47,250 for Arundel. The Physical Education 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	\$35,437.50	September 1, 2015
Invoice #2	\$35,437.50	December 1, 2015
Invoice #3	\$35,437.50	March 1, 2016
Invoice #4	\$35,437.50	May 1, 2016
TOTAL	\$141,750.00	

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
1027 Bransten Road
San Carlos, CA 94070
Ph # (415) 334-3333
Fax # (650) 596-0133