

**San Diego County Superintendent of Schools
Agreement for Library Media Services**

The Governing Board of the San Pasqual Union School District, hereinafter called the "District", and the San Diego County Superintendent of Schools, hereinafter called the "County", agree as follows:

COUNTY SERVICES

1. The San Diego County Office of Education County Schools Librarian will serve as the district credentialed "librarian of record" as stipulated in the California Education Code, sections 18100-18103, 18176, and 44868.
 - a. County will provide San Diego County Board of Education approved book lists (grades K-8).

DISTRICT COSTS, PAYMENT AND RESPONSIBILITIES

(2018-19 student enrollment reported by Dataquest, CDE = 584)

1. For librarian of record services and Board of Education approved book lists the District will pay to the County the rate of \$0.41 per CDE reported student enrollment. 584 x \$0.41 = \$239.44.

For Librarian of Record service, the District will pay to the County the total amount of **\$239.44**. The transfer of funds to the County School Service Fund will take place in January of this fiscal year.

PERIOD OF AGREEMENT – INCEPTION AND TERMINATION DATES

This agreement is in effect July 1, 2019 through June 30, 2020.

RENEWAL TERMS

District and County will review this contract annually.

COUNTY AND DISTRICT CONTACT INFORMATION

County Representatives

Cindy Dunlevy
Coordinator
San Diego County Office of Education
Library Media Services
5304 Metro Street, Suite C
San Diego, CA 92110
619 718-3120
cidunlevy@sdcoe.net

Jonathan Hunt
Lead Coordinator
San Diego County Office of Education
Library Media Services
5304 Metro Street, Suite C
San Diego, CA 92110
619 718-3413
jonathan.hunt@sdcoe.net

District Tech Representative

Name: _____
Title: _____
Location: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

District Contact for Communication

Name: _____
Title: _____
Location: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

HOLD HARMLESS

Contractor shall defend, indemnify and hold the County, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, volunteers, Contractors and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all attorneys fees and other related costs and expenses. Contractor shall reimburse County and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the County, its directors, officials, officers, employees and agents. The Contractor's duty to defend, indemnify, and hold the County harmless shall not apply to the extent a claim is due to the negligence or willful misconduct of the County.

GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

ENTIRE AGREEMENT

This Agreement represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

**SAN PASQUAL UNION SCHOOL
DISTRICT**

By _____
(Authorized Signature)

By _____
(Authorized Signature)

Michael Simonson
Name

Name

Assistant Superintendent, Business Services
Title

Title

Date

Date

Email

Federal I.D. Number