Strategic Consultation for Schools

Strategic Consultation for Schools, LLC
Agreement for Professional Service

Contract # 1-2017

This Agreement is entered into between Strategic Consultation for Schools, LLC acting as an independent consultant **(CONTRACTOR)** AND San Leandro Unified School District **(DISTRICT)** AND IS DATED, FOR REFERENCE**, January 11, 2017**. **The parties agree as follows:**

1. **CONTRACTOR** agrees to perform during the term of this Agreement, the tasks, obligations and services set forth in the "Scope of Services" attached to and incorporated into this Agreement.

   DISTRICT agrees to pay **CONTRACTOR** a fixed fee of **$18,000** for the Special Education study, including all expenses. All payments will be based upon invoices submitted to the **DISTRICT** by **CONTRACTOR**.

   CONTRACTOR will invoice the **DISTRICT** for services performed. The **DISTRICT** will render payment to **CONTRACTOR** within 30 days of receipt of invoices. 50% of the fixed fee (**$9,000**) will be invoiced upon completion of field study work.

2. **TERM OF AGREEMENT,** the term of this Agreement begins on January 11, 2017 and ends April 30, 2017. Extension or renewal requires approval of the **DISTRICT**. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the Agreement without approval of the **DISTRICT**. This agreement may be terminated by the **DISTRICT** at any time with 15 days prior written notice to **CONTRACTOR**. In the event of termination for reasons other than cause, the **DISTRICT** will pay **CONTRACTOR** for work done up to the time of termination. In the event of termination for cause, **CONTRACTOR** need be compensated only to the extent required by law.

3. **TIME FOR PERFORMANCE,** work defined in proposal(s) is to be completed within sixty (60) business days of the on-site field work with the submission of a draft report to the **DISTRICT**. A final report will be provided to the **DISTRICT** within fifteen (15) business days of receipt of the return draft report. All services required of the **CONTRACTOR** will be completed on or before the specified end of the term.



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4. **MAINTENANCE OF RECORDS AND ASSIGNMENT OF COPYRIGHTS, CONTRACTOR** will maintain full and accurate records in connection with this Agreement and will make them available to the **DISTRICT** for inspection at any time. Contractor's work product produced under this Agreement shall be the property of the **CONTRACTOR** and shall not be copied or distributed.

5. **STATUS OF CONTRACTOR,** agree that **CONTRACTOR**, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. **CONTRACTOR** shall be free to contract for similar service to be performed for other employers while under contract with the **DISTRICT**; **CONTRACTOR** will not accept such engagement which interferes with performance under this Agreement. **CONTRACTOR** is not entitled to participate in any pension plan, insurance, bonus or similar benefits the **DISTRICT** provides for its employees.

6. **HOLD HARMLESS, CONTRACTOR** shall hold harmless the **DISTRICT**, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of **CONTRACTOR**, its officers, agents or employees taken under this Agreement.

7. **COMPLIANCE WITH LAWS, CONTRACTOR** shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.

8. **MODIFICATION OR ASSIGNMENT**, this Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by the **DISTRICT**. Addresses are as follows:



DISTRICT
Rosanna Mucetti
Deputy Superintendent
San Leandro Unified School District
835 E, 14th Street, Suite 200
San Leandro, CA 94577

CONTRACTOR
Strategic Consultation for Schools, LLC
JoAnn Murphy, Owner
PO Box 711598
San Diego, CA
(619) 453-3583

_____	_____	_____	_____
DISTRICT	**Date**	**CONTRACTOR**	**Date**
Rosanna Mucetti		**JoAnn Murphy**	
San Leandro Unified School District		**Strategic Consultation for Schools, LLC**	