Dr. Wendell Chun, Consultant

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Oakdale, CA 95361
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AGREEMENT TO FURNISH CONSULTANT SERVICES

PURSUANT TO EDUCATION CODE SECTION 10400, San Leandro Unified School District, hereinafter called DISTRICT, has need of the specialized services of Dr. Wendell Chun, Consultant, an independent contractor, hereinafter called CONSULTANT, for the period specified herein, according to the following terms and conditions.

Wendell Chun shall be, for the purposes of this agreement, an independent contractor and shall not be deemed an employee of the DISTRICT for any purpose.

DISTRICT may provide such supplies and equipment as shown herein for the convenience of CONSULTANT and such accommodation shall not operate as an indication of employment.

I. TERM

1. The effective date of the Agreement is for a workshop scheduled as mutually agreed**.**

2. The workshop date may be changed to a mutually agreed upon future date.

II. SERVICE TO BE PERFORMED

1. Consultant shall provide a Board Governance workshop of approximately 3 hours in length on Board Leadership and Governance and assist the Board in developing protocols for effective governance.

III. MANNER OF PERFORMANCE

1. Consultant shall perform all service required in a competent and professional manner under the direction of the District Board President who shall review and evaluate Consultant's performance and determine the final acceptance of the end product to be produced under the term of this Agreement.

IV. PLACE OF PERFORMANCE

1. Consultant shall render service(s) described in Article II at the San Leandro Unified School District office, and/or other places to be mutually agreed upon

V. SUPPLIES AND EQUIPMENT

1. Consultant shall have access to and use the following supplies and equipment owned by the District for the purposes of performance of services described in Article II:

   Meeting room, laptop computer, computer projector, screen, chart paper and easel, and copy machine.

   Consultant agrees to use ordinary care to safeguard and maintain equipment or supplies listed above and shall not permit the use thereof by any other person, or in any manner that is inconsistent with the designed uses therefore, and shall be held accountable for loss, damage, or destruction arising within this clause.

VI. COMPENSATION

1. Consultant shall be compensated at $2,000 plus supplies/materials cost and travel expenses for the workshop. Any follow up consultant services mutually agreed upon will be at $200 per hour.

2. Supplies/materials costs shall include binders, dividers, and copying costs. Travel expenses shall include mileage and per diem meal reimbursement, if needed, at the currently approved Internal Revenue Service (IRS) rate. If travel time is over one hour, travel time shall be at $50 per hour.

3. Payment shall be initiated upon presentation of an invoice properly completed by the Consultant.

4. Total compensation shall not exceed $3,500.

VII. ASSIGNMENT

1. This Agreement is for personal service to be performed by Consultant and may not be assigned to, sub-let to, or performed by any person or persons who are not parties hereto except by employees of Consultant whose names and qualifications have been approved by District.

VIII. PROFESSIONAL LIABLILITY

1. DISTRICT agrees to hold Consultant harmless, indemnify and defend Consultant from any and all liability arising from the workshop activities referred to herein unless such liability resulted from negligence or malfeasance by Consultant. Consultant agrees to notify the district or Board within a reasonable time of the receipt of any claim.

IX. TERMINATION OF AGREEMENT

1. This Agreement shall terminate on the last day of services as written in Article I, except:

(a) District may terminate at any time if Consultant does not perform, or refuses to perform according to this Agreement.

(b) In the event of early termination, Consultant shall be paid for all work or services performed to the date of termination together with amount for approved expenses due and owing.

X. DISTRICT'S RIGHT OF RETENTION

1. District shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District.

XI. EXTENSION OF TERM

1. By mutual consent of the parties hereto, the term of service described herein in Article I, may be extended by reformation of this Agreement and the attachment hereto of an addendum mutually executed setting forth the extended term.

WITNESSETH

That the parties hereto have agreed, promised, and covenanted to perform the obligations herein set forth, we have subscribed our names hereto.

CONSULTANT	DISTRICT
_____	_____
Dr. Wendell Chun, Consultant	Superintendent San Leandro Unified School District
_____	_____
Date	Date