L & M CONSULTANTS

Mary Hopewell, Ed. D., CEO

P.O. Box 10969
Napa, CA 94581
707.224.5121

Agreement for Training / Facilitation Services

Agreement # 2012 ~ SL/C2

District Site: SLUSD / Type of Services: Professional Learning Communities, Strategic Planning & Leadership Coaching

This agreement for services is hereby entered into by:

SLUSD:	San Leandro Unified School District
Address:	14735 Juniper Street
City:	San Leandro, CA
State:	CA
Zip:	94579
Contact Phone #:	(510) 667-3538
Tax Payer I.D. #: 94-6002608	

hereinafter known as **SLUSD** and

TRAINER / FACILITATOR:	Mary Hopewell, Ed.D., DBA: L&M CONSULTANTS
INVOICES made payable to:	L&M CONSULTANTS
Address:	P.O. Box 109069
City:	Napa
State:	CA
Zip:	94581
Contact Phone #:	707.224.5121 (0) and 510.501.6447 (C)
Tax Payer I.D. #:	90 - 0673444

hereinafter referred to as the **TRAINER / FACILITATOR**.

1. TERM

TRAINER / FACILITATOR shall commence work upon San Leandro Unified School District Board of Trustees' approval of agreement for services. The work shall be completed no later than June 15, 2012.

2. COMPENSATION

SLUSD shall pay an amount not to exceed $30,000 upon receipt of the **TRAINER / FACILITATOR**'s invoices. The cost is not calculated as a per diem rate, but based per project and its scope of work. This includes preparation, planning, and travel costs.

The invoices for work completed shall be submitted to SLUSD, c/o Linda Granger, Principal, San Leandro High School ~ 2200 Bancroft Avenue, CA 94577. The invoices shall set forth in the following items: type(s) of services that were provided and the timeframe during which the work was completed.

3. SCOPE OF SERVICES

TRAINER / FACILITATOR is specially trained, experienced and competent and agrees to provide the special services required on a limited basis to **SLUSD**. The **TRAINER / FACILITATOR** shall satisfactorily complete activities according to the specific services outlined in the **WORK TO BE PERFORMED** section of this Agreement.

TRAINER / FACILITATOR understands and agrees that **TRAINER / FACILITATOR** and all of its employees or subcontractors are not employees of **SLUSD** and are not entitled to benefits of any kind or nature normally provided employees of **SLUSD** and/or to which **SLUSD** employees are normally entitled. **TRAINER / FACILITATOR** shall be responsible to pay, according to law, all payments for income taxes, worker's compensation, unemployment insurance and self-employment (social security) taxes. No income or payroll taxes shall be withheld or paid by **SLUSD** on behalf of **TRAINER / FACILITATOR** or its employees or subcontractors. **TRAINER / FACILITATOR** is responsible for maintaining appropriate tax related records.

TRAINER / FACILITATOR shall furnish, at own expense: all labor, mileage, materials, equipment, and other items necessary to carry out the terms of this Agreement.

4. WORK TO BE PERFORMED

The **TRAINER / FACILITATOR** and staff agree to provide services within this project:

1. Based on the foundational assessment as part of the previous contract, provide training and facilitation support for and the design and development of the Leadership Strategic Planning Initiative through June 2012.
2. Professional development support to San Leandro High School Principal and her Administrative Team (ATeam) for the Advancement of Leadership and Learning using a Professional Learning Community platform.
3. Provide specific support in alignment with the PLC training for implementation.
4. Design and development support for *Administrative and Leadership Teams Advance* series to be held prior to June 2012.

5. Principal and Assistant Principal *coaching for results*, as determined by collaborative agreements with Principal and Superintendent.
6. Combination of 27 full days and unlimited telephone/email contact throughout the project.

5. PERFORMANCE

In the performance of the work herein contemplated, **TRAINER / FACILITATOR** is an independent contractor, with the authority to control and direct the performance of the details of the work, **SLUSD** being interested only in the quality of the services and the results obtained.

TRAINER / FACILITTOR shall comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work and shall notify **SLUSD** if contract documents are at variance therewith. In the performance of the work authorized under this contract, **TRAINER / FACILITATOR** shall not discriminate against any person, because of race, creed, color, religion, sexual orientation, gender or national origin.

6. EVALUATION of PERFORMANCE

The Superintendent, her designee, and/or Principal shall evaluate the performance of the **TRAINER / FACILITATOR.**

7. INDEMNIFICATION

TRAINER / FACILITATOR agrees to hold harmless, indemnify and defend **SLUSD** and its trustees, employees, agents and volunteers from any and all claims, damages, losses and expenses, including attorney fees, arising or resulting from injury, damage or death to any person, firm or corporation in connection with its performance of this Agreement.

TRAINER / FACILITATOR also agrees to hold harmless, indemnify and defend **SLUSD** and its officers, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to **TRAINER / FACILITATOR** in connection with the performance of this Agreement.

SLUSD shall hold harmless and indemnify **TRAINER / FACILITATOR** and its officers and employees, from all damages of every nature and description caused by negligent or willful acts or omissions by **SLUSD** related to its performance under this Agreement.

8. TERMINATION OF CONTRACT

Either party may terminate this agreement, in writing, within 30 days prior to the date of termination. If contract is terminated, **TRAINER / FACILITATOR** will be paid for all work completed.

8. RIGHT OF INSPECTION

The work completed herein must meet the approval of **SLUSD** and shall be subject to **SLUSD**'s general right of inspection and supervision to secure the satisfactory completion thereof.

9. APPROVAL SIGNATURES

SLUSD	TRAINER / FACILITATOR
Superintendent	**CEO**
Signature & Title	Signature & Title
Cindy M. Cathey	Mary Hopewell, Ed.D.
Print Name	Print Name
Date	Date