



AGREEMENT FOR PROFESSIONAL EXPERT/CONTRACTOR SERVICES

This agreement is made and entered into this 7th day of February 2018, by and between the **Coalinga-Huron Union School District**, located at 657 Sunset St., Coalinga, CA 93210, hereafter known as "DISTRICT" and **Hatching Results, LLC** hereinafter referred to as "CONTRACTOR".

WHEREAS, the DISTRICT is desirous of having certain special services performed (training, consultation, coaching, keynote, evaluation, etc.); and WHEREAS, the CONTRACTOR is willing to perform such services, NOW THEREFORE, and in consideration of the mutual promises and agreements herein contained, IT IS AGREED by and between the parties hereto as follows:

1.0 SCOPE OF WORK

Five days of professional development for school counselors and administrators prior to June 30, 2018 (Dates TBD). Professional development services will be provided by Danielle Duarte and/or an expert consultant from the Hatching Results team, per agreement. CONTRACTOR will provide 20 copies of *The Use of Data in School Counseling: Hatching Results for Students, Programs and the Profession* (2013).

2.0 AMENDMENT OF SCOPE OF WORK

Scope of work may be amended written agreement of both the CONTRACTOR and the DISTRICT.

3.0 TIME OF COMPLETION

CONTRACTOR agrees to complete all services contained within said scope of work by July 2018.

4.0 AMOUNT OF PAYMENT

DISTRICT shall pay the sum of \$50,000 as full payment for services during the 2017-2018 academic year (including travel costs addressed in section 10.0) set forth herein. Upon agreement of both parties, rates may be adjusted to reflect a significant shift in the scope of work.

5.0 PAYMENT SCHEDULE

Payment in full shall be made to CONTRACTOR as work is completed. CONTRACTOR shall provide invoice for services and documentation of travel costs, if necessary, within 60 days to DISTRICT. DISTRICT will ensure payment is made in full to CONTRACTOR within 30 days of receipt of invoice and travel reimbursement documents, if necessary.

6.0 RECORDS

CONTRACTOR will maintain records regarding work performed under this agreement in a form acceptable to DISTRICT. DISTRICT shall have the right to request records at any reasonable time.

7.0 NON-ASSIGNABILITY

This agreement and the rights and duties thereunder shall not be assigned in whole or in part without the express written consent of DISTRICT.

8.0 INSURANCE

DISTRICT shall not provide workmen's compensation insurance coverage for CONTRACTOR. CONTRACTOR shall possess professional liability insurance.

9.0 LOCATION OF WORK

CONTRACTOR services are to be performed at a location TBD.

10.0 RESPONSIBILITIES

- CONTRACTOR recommends attendees have a copy of *The ASCA National Model: A Framework for School Counseling Programs (3rd ed)*.
- CONTRACTOR will provide 20 copies of *The Use of Data in School Counseling: Hatching Results for Students, Programs, and the Profession* (2013).
- CONTRACTOR (unless otherwise agreed to) *does not* provide handouts of presentation. CONTRACTOR will provide online access to training materials and resources.
- DISTRICT will provide a PowerPoint Projector and, if more than 20 attendees, a wireless microphone for presenter/s.
- DISTRICT will secure a training room with enough space and appropriate screen(s) to adequately service expected number of attendees.
- DISTRICT will arrange room in such a way that attendees are forward facing with optimal viewing of speaker/screen at tables with enough room to utilize texts or other training materials.

11.0 PROMOTIONAL USE

DISTRICT agrees that CONTRACTOR may identify the DISTRICT on its website, Facebook or Twitter account, and agrees to allow use of attendee training evaluations/testimonials.

12.0 TRAVEL COSTS

Contract is inclusive; no actual travel-related costs are to be reimbursed.

13.0 CANCELLATION

This agreement may be cancelled by DISTRICT or CONTRACTOR upon the provision of thirty (30) days advanced notice. In the event of a cancellation, DISTRICT agrees to pay CONTRACTOR for all work performed and travel-related expenses acquired up to the date of cancellation.

14.0 HOLD HARMLESS AND INDEMNIFICATION

Each party agrees to indemnify and hold the other party harmless from all liability for damage, actual, or allowed, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party. IN WITNESS WHEREOF, the parties hereto have executed this agreement in accordance with the laws of California on the day, month and year first above written.

Signatures:

CONTRACTOR: **Trish Hatch, PhD**
President & CEO

Date: _____

Business Address:

Hatching Results, LLC
EIN #39-2061303
2907 Shelter Island Dr., #150-287
Office: (707) 497-4395
office@hatchingresults.com

DISTRICT: **Lori Villanueva**
Interim Superintendent

Date: _____

District Address (Billing Purposes):

Attn: Yolanda De Leon
Accounts Payable Clerk
657 Sunset St.
Coalinga, CA 93210
(559) 935-7503