

School Administrators of Montana Leaders Professional Learning Program 2020-21 Provider Agreement



This Independent Contractor Agreement (“Agreement”) is made effective July 1, 2020, by and between NAME, of ADDRESS and School Administrators of Montana, of 900 North Montana, Suite A-4, Helena, Montana 59601. In this agreement, the party who is contracting to receive the services shall be referred to as “SAM” and the party who will be providing the services shall be referred to as “Provider”.

Description of Services

Beginning on July 1, 2020 and concluding on June 30, 2021, NAME will serve as a SAM Leaders Professional Learning Program Provider and will provide the following services (collectively, the “Services”):

Provider will work exclusively with participants of the SAM Leaders Professional Learning Program as assigned and provide frequent support to the participants. (hereinafter, the “Member”).

Provider further agrees:

- To honor the confidentiality of work with Member
- To utilize proven approaches in work with Member
- To serve as support to Member when possible by securing information, contacts, and other resources as requested and as appropriate
- To respond to Member in a timely manner between sessions via telephone, Skype or email
- To include site administrators in the mentoring process
- To commit to supporting the success and effectiveness of Member as the primary focus of the program

Additionally, Providers will:

- Attend orientation and training provided in partnership between SAM, the Montana University System Education Leadership Program faculty, OPI, and other partners when scheduled.
- Attend each MASS Regional meeting at least once in the 2020-21 school year and will attend a MAESMP and MASSP Regional meeting or state conference to share the goals and purpose of this program.
- Attend SAM Administrators Institute and MCEL conference and other affiliate conferences as necessary to share the goals and purpose of this program.
- Connect to the LPLP Collegial Learning Networks (CLN) and provide access to materials, training, and consultation for Members participating in Collegial Learning Networks.

- Connect to the LPLP Resource Center and provide access to the materials and resources for your Members as well as contribute your additions to the LPLP Resource Center.
- Develop a relationship with MUS Education Leadership Programs and other SAM LPLP partners with the goal of these programs becoming an integral part of training the LPLP Members.

For reporting purposes, LPLP Providers will:

- Use the Personalized Professional Learning Plan Tool to collect information on each of their Members.
- Prepare reports of ongoing progress (kept up to date) in communicating with Members they are serving using the SAM LPLP Data Collection Tool.
- Prepare Provider Quarterly Reflection Report using the tool developed.
- Complete the feedback surveys to assess and evaluate the SAM LPLP and encourage their Members to complete all necessary forms and feedback surveys requested of them.

Payment for Services

SAM will pay compensation to Provider for the Services in the amount of \$6000 for being a SAM LPLP Provider. An additional \$400 will be paid for each Member being served by the Provider. Additionally, each CLN Lead Provider will receive \$500 for their services to coordinate the CLN. This compensation shall be paid in a lump sum at the conclusion of the project, or as determined cooperatively by SAM and the Provider. Travel expenses will be reimbursed, following SAM travel reimbursement guidelines, throughout the course of the agreement with the appropriate documentation provided to SAM.

Term/Termination

This Agreement shall terminate automatically on June 30, 2021.

Either party may terminate this agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

Termination may occur with a written notice of failure of the Provider to satisfy the requirements of the program. Failure criteria may include, but not be limited to, the failure of Provider to meet the obligations outlined under *Description of Services* above.

Relationship of Parties

It is understood by the parties that Provider is an independent contractor with respect to the SAM Leaders Professional Learning Program, and not an employee of SAM. SAM will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Provider.

Materials and Supplies

It is understood by the parties that Provider will provide at his/her own expense the following equipment and supplies to satisfactorily complete the project:

- Computer
- Telephone
- Car
- Standard office supplies (paper, pens)

Work Product Ownership

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the “Work Product”) developed in whole or in part by Provider in connection with the Services shall be the property of SAM. Upon request, Provider shall sign all documents necessary to confirm or perfect the exclusive relationship of SAM to the Work Product.

Confidentiality

Provider will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose or communicate in any manner any information that is propriety to SAM. Provider will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Provider will return to SAM all records, notes, documentation and other items that were used, created or controlled by Provider during the term of this agreement.

Injuries

SAM acknowledges Provider’s obligation to obtain appropriate insurance coverage for the benefit of Provider. Provider waives any rights to recovery from SAM for injuries that Provider may sustain while performing services under this Agreement and that are a result of the negligence of Provider.

Indemnification

Provider agrees to indemnify and hold harmless SAM from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be served against SAM that result from the acts or omissions of Provider, if any and Provider’s agents.

Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written.

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

