

**STATE OF NORTH CAROLINA
CONSULTING AGREEMENT
COUNTY OF MECKLENBURG**

THIS CONSULTING AGREEMENT (the "Agreement") is entered into and made effective this 7th day of June, 20_16, by and between Mountain View Whisman (the "School District") and Peter Gorman Leadership Associates, LLC, a North Carolina limited liability School District (the "Consultant").

RECITALS

WHEREAS, the School District finds Consultant qualified to perform certain services for and on behalf of the School District, including, but not limited to, leadership and education consulting (the "Services"); and

WHEREAS, from time to time the School District wishes to retain the Consultant to perform such services in its capacity as Consultant; and

WHEREAS, the Consultant wishes to perform such services in exchange for sufficient and adequate consideration, as such may be determined by agreement of the parties; and

WHEREAS, the Consultant may have access to confidential information and clients of the School District.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Scope of Consultant's Engagement. In exchange for the Compensation, Consultant shall perform the services described on **Schedule A** of this Agreement (the "Services").

2. Compensation. In consideration for the Services, Consultant shall be paid such amounts, and at such times, as described in **Schedule B** (the "Compensation"). In addition, Consultant shall be reimbursed for certain out-of-pocket expenses as shown on said schedule.

3. Independent Contractor. The Consultant and the School District agree that the Consultant is an independent contractor and not that no other relationship is created including that of employee or partner. No party shall have any authority to act for or bind the other party in any way, or to represent that it has such authority. Consultant agrees that it will report all of the income that it receives from the School District on its timely filed Federal Income Tax returns and pay all applicable taxes.

4. Other Work; Obligations of Contractor and School District. Subject to the provision hereof, including, but not limited to, the section hereof entitled "Consultant Not to Divulge Confidential Information", it is understood and agreed that from time to time during the term of this Agreement, the Consultant will perform services for entities other than the School District. It is further understood that School District may engage others to perform services the same as, or similar to, services being provided by Consultant hereunder. Consultant is under no obligation to perform any services for School District and School District is under no obligation to engage Consultant to perform any services other than as set forth in this Agreement.

5. Consultant Not to Divulge Confidential Information.

(a) The term "Confidential Information" as used herein, means any information which is or is designed to be used in the business of the School District, is private and confidential in that it is not generally known or available to the public, and gives the School District an opportunity to obtain an advantage over competitors who do not know or use it. Confidential Information shall include without limitation all data, client lists, vendor information, plans, knowledge, property, programs, trade secrets, processes, ideas, scientific or technical data, or methods of treating data, or any other proprietary and/or confidential aspect of the business or operation of the School District.

(b) Consultant expressly covenants and agrees that it will not, during or following performance of services for the School District, use any Confidential Information except in the performance of services for the School District hereunder, reveal or disclose any such Confidential Information to any person, firm, corporation or other entity outside the School District, or, except in the performance of services for the School District, remove or aid in the removal from the premises of the School District any such Confidential Information or any material which relates thereto.

(c) The terms of this section shall survive the termination of this Agreement, regardless of the date, cause, or manner of such termination.

6. Consultant to Return Information. Upon the termination of services hereunder, irrespective of the date, cause or manner of said termination, Consultant shall turn over and return to the School District all property whatsoever of the School District in or under the possession or control of Consultant including without limitation all Confidential Information. The provisions of this section shall survive the termination of Consultant's performance of services for the School District, regardless of the date, cause or manner of such termination.

7. Governing Law and Exclusive Jurisdiction. This Agreement shall be governed and interpreted in accordance with the substantive law of the State of North Carolina, excepting its conflict of laws principles. Any mediation, arbitration or legal action between the parties shall be heard only within Mecklenburg County, North Carolina and the state and federal courts of Mecklenburg County North Carolina shall have exclusive jurisdiction over any dispute between the parties. In the event Consultant retains legal counsel to collect any amounts due it under this Agreement, Consultant shall be entitled to reimbursement of its legal fees and interest on any past due amounts at the maximum legal rate allowed under applicable law.


8. Severability. In the event any of the provisions of this Agreement shall become or be declared invalid or unenforceable, the invalid or unenforceable provision or provisions shall to that extent be deemed removed and the remaining provisions shall continue to be enforced according to their terms.

9. Effect of Headings. The title of this Agreement and the subject headings of the sections and subsections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the performance of services by Consultant for, and on behalf of, the School District, and supersedes any prior understandings or agreements made by them, and there are no representations or warranties other than those set forth in this Agreement.

IN WITNESS WHEREOF, the School District has caused this Agreement to be signed by its duly authorized officers and its corporate seal to be affixed hereto and Consultant has caused this Agreement to be signed by its duly authorized officers; all effective the day and year first written above.

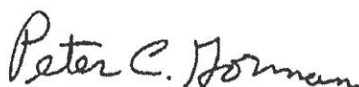
School District:

By: 
Name: Ayinidi Rudolph
Title: Superintendent

(CORPORATE SEAL)

Consultant:

Peter Gorman Leadership Associates, LLC, a North Carolina limited liability company



By: Peter C. Gorman, Manager _____

Schedule A

Services. Consultant, subject to its availability, agrees to perform the following services at locations specified by School District:

Executive Coaching Provided by Peter Gorman Leadership Associates

Peter Gorman Biography

Dr. Peter Gorman, President and Chief Executive Officer of Peter Gorman Leadership Associates LLC, has been recognized nationally as an education leader and for developing outstanding leadership teams. He has more than two decades of experience in education and also has worked as a senior executive in a Fortune 500 company. He is also the Managing Director of Academies for Atlantic Research Partners where he works with Atlantic's National Superintendents Academy delivering intensive instruction on the academic, political, legal and logistical complexities—and the demanding realities—confronting school leaders today.

His career began as a second-grade teacher in Orlando, Florida. He worked as a teacher, principal, and district-level administrator in Orange, Seminole and Osceola counties in Florida before becoming superintendent of schools in Tustin, California. In 2006, he became superintendent of Charlotte-Mecklenburg Schools in North Carolina. Under his leadership, the district won the 2011 Broad Prize in Urban Education, which recognizes increases in student achievement and closing of achievement gaps. Thirteen members of the Charlotte Mecklenburg Leadership Team during his tenure have been appointed as superintendents nationally. The book "Within Reach, Leadership Lessons in School Reform" chronicles his time with Charlotte-Mecklenburg Schools and four other books reviewed aspects of his tenure along with numerous articles, research studies, and case studies.

In his role as Executive Vice President of Education Services for Amplify, a division of News Corp, he led nearly 100 team members in the Government Relations, Marketing and Sales areas.

Dr. Gorman graduated from Michigan State University with a bachelor's degree in elementary education. He also holds a master's in business administration from Rollins College in Winter Park, Florida, and a master's and doctorate in education leadership from the University of Central Florida.

Service Overview

The purpose of Executive Coaching is to help ensure the success of the superintendent and their leadership team by providing an experienced, trusted, knowledgeable, and confidential coach. In this role Peter Gorman will review, assess and as appropriate will:

- Provide strategic advice to increase student achievement, close achievement gaps and increase the graduation rate
- Provide technical advice to implement strategies

- Provide political advice to navigate the cultural, political and relationship issues that may impact achievement of the superintendent's agenda
- Assist with personal strategies to help the superintendent organize their work to maintain balance in this often stressful role
- Help the superintendent think through difficult issues and decisions, anticipate problem areas and provide alternate strategies or perspectives on issues
- Serve as sounding board for new ideas, goal setting and initiative development
- Provide constructive feedback on their skills, behaviors and actions as a superintendent
- Help individuals see their current role in the context of their life and career
- Guide them toward valuable resources
- Serve as a wise and trusted confidante during stressful times
- Work with the superintendent's leadership team as needed to help them develop and more effectively support the superintendent

The Executive Coach

Peter Gorman's professional background includes:

- Successful experience as superintendent of complex school districts of varying sizes, geography, and socioeconomic and demographic makeup
- Business experience at a high level
- Competence in and understanding of the varied responsibilities of the superintendency, as expressed in a variety of leadership situations
- Organizational savvy; ability to transfer experience across organizations
- Ability to zero in on the vital elements of complex problems and summarize succinctly
- Trustworthiness; ability to maintain commitments and confidentiality
- Strong interpersonal skills, communication skills, and facilitation skills
- Frankness

Responsibilities of the Executive Coach

Peter Gorman will:

- Meet with the superintendent and leadership team as agreed
- Regular telephone and email consultation as needed
- Facilitate a leadership team retreat for the superintendent, if requested
- Assist in preparation for the superintendent's evaluation process, if requested
- Work with the superintendent's leadership team as needed to help them more effectively support the superintendent

Responsibilities of the Superintendent

The superintendent will:

- Meet with the Executive Coach as agreed
- Take advantage of the expertise of the Executive Coach throughout the year via regular telephone and email interactions

Clients and References

Peter Gorman Leadership Associates clients include large and small school district leaders and teams from across the country from Florida to California and as well as numerous education related corporations, foundations and leadership development organizations.

A list of selected clients includes:

- Clover School District (South Carolina)
- Mountain View Whisman School District (California)
- The School District of Palm Beach County (Florida)
- Spring Branch Independent School District (Texas)
- Nash Rocky Mount School District (North Carolina)
- SchoolSeed The Independent Fund for Greater Memphis Classrooms
- The Charles and Lynn Schusterman Foundation
- The Bill & Melinda Gates Foundation
- Hobsons/Naviance
- Teach For America
- California City School Superintendents Association

Fee Structure

Consulting fees for up to 30 days of service provided by Peter Gorman during the ~~2015-2016~~ ²⁰¹⁶⁻¹⁷ school year as set forth above are \$45,000. Payment of the retainer will be made in three equal installments.

Reasonable and necessary travel-related expenses including airfare, lodging, meals and ground transportation incurred by Peter Gorman in performing the above services will also be reimbursed not to exceed \$12,000.