



July 14, 2016

Gunawan Alisantosa, Board President
~~Cary Matsuoka~~, Superintendent *Cheryl Jordan*
Milpitas Unified School District
1331 E Calaveras Blvd
Milpitas, CA 95035

Re: Agreement for Services

Dear Gunawan Alisantosa and Superintendent ~~Matsuoka~~ *Jordan*:

Enclosed are two copies of the contract for the CSBA Board Self-Evaluation workshop presented by CSBA consultant Debra Dudley. The workshop is scheduled for August 27, 2016, from 8:30 AM to 12:30 PM.

Please execute both copies along with the board president. Keep one copy for your file and return one in the self addressed envelope provided for you. Should you have any questions or need further assistance, please do not hesitate to call me at (916) 669-3293.

We look forward to working with your governance team.

Sincerely,

Renata Hoffman
Administrative Specialist
Governance Consulting Services

Enclosure: Agreement for services
Self addressed envelope

AGREEMENT FOR GOVERNANCE CONSULTING SERVICES

THIS Agreement made and entered into by and between the CALIFORNIA SCHOOL BOARDS ASSOCIATION, a nonprofit California corporation, hereinafter referred to as "CSBA" and Milpitas Unified School District hereinafter referred to as "District."

CSBA agrees to provide a Governance Leadership workshop. The workshop will be completed no later than June 30, 2017.

CONDITION PRECEDENT

To be eligible for this program, the district must be a member in good standing of CSBA.

The parties hereby agree as follows:

1. DUTIES AND RESPONSIBILITIES OF DISTRICT

1.1 District agrees to:

- a. assure attendance by all board members, and the superintendent of Milpitas Unified School District as requested by CSBA;
- b. provide appropriate facilities for each session; and
- c. provide necessary food and refreshments.

2. DUTIES, RESPONSIBILITIES AND RECOMMENDATIONS OF CSBA

2.1 CSBA agrees to:

- a. provide any necessary copyrighted course materials as needed for the Governance consulting workshop;
- b. conduct phone interviews with board members and superintendent as appropriate;
- c. perform the agreed upon Governance consulting services;
- d. provide summary materials from the Governance consulting services.

3. COMPENSATION AND OTHER EXPENSES

- 3.1 In consideration for the consulting services, the District agrees to pay CSBA a base fee of \$2,000, plus reasonable travel expenses.
- 3.2 Payment is due within 30 days upon receipt of invoice from CSBA, following the service delivery.

4. CONTRACT TERMINATION

- 4.1 The terms of the Agreement shall terminate no later than June 30, 2017, or sooner if all provisions have been satisfied.
- 4.2 Unless otherwise terminated pursuant to this Agreement, CSBA or District may terminate this agreement without cause by giving thirty (30) days written notice to the other party.
- 4.3 Should CSBA default in the performance of this Agreement or materially breach any of its provisions, District may terminate this Agreement by giving written notification to CSBA.
- 4.4 Should District default in the performance of this Agreement or materially breach any of its provisions, CSBA may terminate this Agreement by giving written notification to District.

5. GENERAL PROVISIONS

- 5.1 For the purposes of communication between the parties, the following shall be the representatives of the parties:

| | | |
|---|---|---|
| Gunawan Alisantosa Board President | Gary Matsuoka Cheryl Jordan Superintendent | Naomi Eason, Ed.D Assistant Executive Director, Member Services |
| Milpitas Unified School District 1331 E Calaveras Blvd Milpitas, CA 95035 Phone: (408) 635-2600 | Milpitas Unified School District 1331 E Calaveras Blvd Milpitas, CA 95035 Phone: (408) 635-2600 | California School Boards Association 3251 Beacon Boulevard West Sacramento, CA 95691 Phone: (916) 669-3293 Fax: (916) 371-3407 |

- 5.2 This Agreement is the entire agreement and supersedes any oral or written agreements previously entered into concerning the conduct of the Governance consulting services.
- 5.3 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.
- 5.4 This Agreement will be governed and construed according to the laws of the State of California.

AGREED

MILPITAS UNIFIED SCHOOL DISTRICT

BY: _____ DATED: _____
Gunawan Alisantosa, Board President

BY: _____ DATED: _____
~~Gary Matsuoka~~, Superintendent
Cheryl Jordan, Interim Superintendent

CALIFORNIA SCHOOL BOARDS ASSOCIATION

BY: *Naomi Eason* DATED: 7/19/16
Naomi Eason, Ed.D.
Assistant Executive Director,
Member Services