

## Agreement for Consulting Services

This agreement for consulting services ("Agreement") is entered into by and between Partners in School Innovation, a nonprofit organization with offices located at 1060 Tennessee Street, 2<sup>nd</sup> Floor, San Francisco, CA 94107 ("PSI"), and the Campbell Union School District having an address at 155, N. Third St., Campbell, CA 95008 ("District").

District desires to retain PSI to render consulting and advisory services on the terms and conditions set forth in this Agreement and PSI desires to be retained by District on such terms and conditions:

### I. CONSULTING SERVICES:

District hereby retains PSI for the term of this Agreement to perform the consulting services set forth in Schedule A ("Services").

In rendering Services hereunder, PSI shall be acting as an independent contractor and not as an employee or agent of District. As independent contractors, neither District nor PSI shall have any authority, express or implied, to commit or obligate the other in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of District or PSI, as the case may be, which authorization may be general or specific. Nothing contained in this Agreement shall be construed or applied to create a partnership.

### II. COMPENSATION:

**(a) Amount.** Subject to the other terms and conditions of this Agreement, as full and complete compensation for all services provided by PSI, District will pay to Consultant \$60,825 in the aggregate, according to the payment schedule set forth in Schedule B ("Consulting Fee"), as well as expenses also outlined in Schedule B. PSI will receive no other compensation during the term of Agreement, including vacation, health, retirement, stock, bonus or other benefits. District will not withhold FICA (Social Security) contributions, or state or federal income taxes from its payments to PSI. PSI agrees that s/he will make such contributions and pay such taxes as required by state and federal law and to indemnify and defend District in any legal action commenced for payment of these items. Amounts paid pursuant to this agreement will be reported to the Internal Revenue Service as required by law.

**(b) Invoicing and Payment.** Invoices for services rendered are to be paid within 15 days of invoice submission. Invoices should reference Schedule A, the Description of Services.

Mailed invoices should be sent to:

Mary Lou Danz

Emailed invoices should be sent to [mldanz@campbellusd.org](mailto:mldanz@campbellusd.org)

### III. EXPENSES:

District will not reimburse PSI for any expenses or costs incurred by Consultant unless listed in Schedule B .

#### **IV. CONFIDENTIALITY:**

All materials and information learned or gathered by PSI in connection with this Agreement are confidential and are to be used solely for the specific purposes authorized by the Agreement. Accordingly, PSI agrees not to divulge to anyone other than an employee or contractor of PSI who has a need to know such information and who has signed an acknowledgement substantially similar to this acknowledgement, either during or after the term of this Agreement, any confidential information obtained or developed by PSI during the term of this Agreement.

Upon the expiration or earlier termination of this Agreement, PSI agrees to make no further use or utilization of any confidential information and/or of all correspondence, reports, documents and any other items of whatever nature supplied to PSI by District or owned by District pursuant to the Agreement. The parties agree that District may disclose terms, conditions and existence of this Agreement to whomever it determines in good faith has a legitimate need to know this information.

#### **V. TERM OF AGREEMENT:**

This Agreement is effective as of the last day that either party signs the Agreement ("Effective Date") and shall continue until **July 31, 2017**. This Agreement will terminate upon fifteen (15) days written notice by either party to the other. The provisions of Sections IV, VI and VIII will survive any termination of this Agreement.

#### **VI. TERMINATION:**

In the event of any termination of this Agreement, District shall make payments to PSI for all work performed in accordance with the terms and conditions of this Agreement up to the date of termination. PSI shall immediately return to District, without limitation, all correspondence, reports, documents and any other items of whatever nature supplied to PSI by District or owned by District pursuant to the Agreement.

#### **VII. INDEMNIFICATION:**

PSI agrees to indemnify and hold District harmless from and against any and all costs, expenses (including attorneys' fees), liabilities, damages, judgments and settlements arising out of or relating to any actual or alleged cause of action initiated by a third party relative to any activities PSI undertakes pursuant to Services defined in the Agreement, or for any actual or alleged failure to comply with, or breach of, any of the terms of this Agreement by PSI, its employees, agents or representatives.

#### **VIII. MISCELLANEOUS:**

**(a) Governing Law:** This Agreement will be governed by, and construed in accordance with, the internal laws of the State of California, without regard to conflict of law principles.

**(b) Assignment:** Consultant may not assign or delegate any of its rights or obligations under this Agreement without the prior written consent of PSI's CEO.

**(c) Waiver:** No waiver by PSI of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by PSI of any right under this





Agreement will be construed as a waiver of any other right. PSI will not be required to give notice to enforce strict adherence to all terms of this Agreement.

**(d) Severability:** In case any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

**(e) Successors and Assigns:** This Agreement will be binding upon PSI's successors, assigns, heirs, executors, administrators and other legal representatives and will be for the benefit of District, its successors, and its assigns.

**(f) Entire Agreement:** This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all previous agreements between the parties with respect to the subject matter hereof.

Partners in School Innovation:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Derek Mitchell, Ph.D.

District:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Eric Andrew, Ed.D

## SCHEDULE A: DESCRIPTION OF SERVICES

Year	G	Strat	Staffing Required
Dec. '16 – April '17	Build capacity of District Leadership Team to implement best practices in the K-8 Transition	<ul style="list-style-type: none"> <li>Lead 1/2 day strategy and implementation support meetings twice a month</li> <li>Provide Consultation and plan development support between meetings in the following arenas (communications, school design, provisioning, Equity-based choicesystem design &amp; Leadership support for transitions)</li> <li>Conduct monthly Board briefings at the request of the Superintendent.</li> </ul>	<ul style="list-style-type: none"> <li>1.5 days a month CEO</li> <li>½ day administrative support</li> </ul>
Jan. '17 – June '17	Facilitate the new school design process for CMS	<ul style="list-style-type: none"> <li>Facilitate Weekly design team meeting for CMS school redesign.</li> <li>Develop and execute site visits and collaboration meetings with design leads and external organizations of interest.</li> <li>Develop communication plan (internal and external) for engaging families and community with design process.</li> <li>Facilitate monthly input sessions between community/parent groups and design team members.</li> <li>Support the school and district team in developing the transition staffing and process for reopening CMS as a new school</li> </ul>	<ul style="list-style-type: none"> <li>1 day a month Regional Director</li> <li>½ day a month CEO</li> <li>3 days a month Regional Support team</li> </ul>
June '17 – August '17	Ramp Up the new school design	<ul style="list-style-type: none"> <li>Develop plans for two 2-day summer retreats to charter school staff, develop plans for school culture and climate and execute on a effective new school launch.</li> </ul>	<ul style="list-style-type: none"> <li>8 days total of 3 team Partners staff (CEO, Regional Director &amp; Support team member.</li> </ul>



### **Schedule B: Consulting Fees**

**District will pay consultant \$60,825 for the work described in Schedule A, payable in three installments of \$20,275 due January 15, March 31 and May 31, 2017.**

Eric,

After spending a little time with you and your team, it seems like the work that is needed to effectively facilitate and complete the process of K8 conversion and new school model design is to provide intensive support to BOTH the district Team and the school design team charged with the work. So I mapped out a shout table of supports below that I think could get all pieces set up appropriately, including this assumes that you intend to enroll the new school either the 2017 – 2018 year or the year afterwards.

I don't know what kind of resources you have for this work. But I wanted you to see what it is I think you need to execute against it. Let me know if this looks good, then I'll take my business office staff to price it out.

Year	Goals	Strategies/Deliverables	Staffing Required
Dec. '16 – April '16	Build capacity of District Leadership Team to implement best practices in the K-8 Transition	<ul style="list-style-type: none"> <li>Lead 1/2 day strategy and implementation support meetings twice a month</li> <li>Provide Consultation and plan development support between meetings in the following arenas (communications, school design, provisioning, Equity-based choice system design &amp; Leadership support for transitions)</li> <li>Conduct monthly Board briefings at the request of the Superintendent.</li> </ul>	<ul style="list-style-type: none"> <li>1.5 days a month CEO</li> <li>½ day administrative support</li> </ul>
Jan. '17 – June '17	Facilitate the new school design process for CMS	<ul style="list-style-type: none"> <li>Facilitate Weekly design team meeting for CMS school redesign.</li> <li>Develop and execute site visits and collaboration meetings with design leads and external organizations of interest.</li> <li>Develop communication plan (internal and external) for engaging families and community with design process.</li> <li>Facilitate monthly input sessions between community/parent groups and design team members.</li> <li>Support the school and district team in developing the transition staffing and process for reopening CMS as a new school</li> </ul>	<ul style="list-style-type: none"> <li>1 day a month Regional Director</li> <li>¼ day a month CEO</li> <li>3 days a month Regional Support team</li> </ul>
June '17 – August '17	Ramp Up the new school design	<ul style="list-style-type: none"> <li>Develop plans for two 2-day summer retreats to charter school staff, develop plans for school culture and climate and execute on a effective new school launch.</li> </ul>	<ul style="list-style-type: none"> <li>8 days total of 3 team Partners staff (CEO, Regional Director &amp; Support team member.</li> </ul>