

## CONSULTING SERVICES AGREEMENT

This consulting services agreement (“Agreement”) is dated **December 1, 2020** (“Effective Date”), and is between the **Mountain View Whisman School District** (the “Client”) and **Hope Street Consulting, LLC**, (“CONSULTANT”).

In consideration of the promises and mutual covenants set forth below, the parties agree as follows:

1. **SERVICES.** CONSULTANT agrees to perform professional services (“Services”) as specified in a Statement of Work (“SOW”) to this Agreement. If new or additional Services are added to this Agreement, then Hope Street will prepare an amendment to this Agreement. Upon execution by both parties, each amendment will be numbered consecutively and incorporated into this Agreement by reference.
2. **PAYMENT.** THE Client will compensate CONSULTANT for the Services in accordance with the fees specified in a SOW. CONSULTANT will be paid upon submission of invoices to the Accounts Payable Department. All invoices must include a description of the completed Services along with any supporting documentation.
3. **INVOICES.** The Client will pay all properly submitted and undisputed invoices thirty (30) days after receipt of such invoice.
4. **EXPENSE REIMBURSEMENT.** All expense reimbursements are subject to the Client prior written approval before they are incurred. Expense reimbursements will be paid upon submission of an invoice to the Accounts Payable Department in accordance with section three (3) of this Agreement. For reimbursement of any single expense over \$500.00, or any expense that would cause the total amount of reimbursable expenses to exceed \$500.00, CONSULTANT must receive the Client’s prior written approval, provide a narrative justifying the expense, and provide supporting documentation.
5. **TERM.** This Agreement is dated December 1, 2020 and remains in effect until June 30, 2021 or until the Services are completed (“Term”), whichever is later, unless sooner terminated as set forth below.
6. **TERMINATION.** The Agreement may be terminated by either party upon thirty days (30) prior written notice to the other party, unless the termination of the Agreement is mutually agreed upon, in which case no notice is required. In the event of such termination, the Client shall pay the CONSULTANT all fees incurred through the termination date. Those provisions which by their nature are intended to survive the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.
7. **WARRANTIES.** CONSULTANT represents and warrants to the Client that: a) CONSULTANT has the knowledge, experience, and ability to perform the Services required under this Agreement; b) CONSULTANT will perform such Services in a professional, competent and timely manner; c) CONSULTANT’s performance of Services and the submission of deliverables under this Agreement will not violate any applicable law or regulation of any court, governmental body, administration, or other agency.
8. **INDEPENDENT CONTRACTOR.** The parties acknowledge that CONSULTANT will be an independent contractor, and this Agreement creates no partnership, joint venture, or employment relationship among the parties. CONSULTANT is solely responsible for payment of all compensation to its employees and all applicable obligations to state and/or federal governmental agencies, including, but not limited to, income tax, unemployment tax, business registration fees, and requisite licensing fees, etc. for its employees. Each party acknowledges that it is not an affiliate or subsidiary of the other party, and is not entitled to any employee rights or benefits of the other party.
9. **INDEMNIFICATION.** Each party will indemnify, defend, and hold harmless (“Indemnifying Party”) the other party, including its directors, officers, employees, affiliates, and agents (“Indemnified Party”)

from and against any liabilities, losses, damages, settlements, fines, recoveries, suits, judgments, expenses, and costs (including reasonable attorneys' and professionals' fees and expenses) arising out of, related to, or alleging: (a) any third party claim, suit, or proceeding against the Indemnified Party related to injury to or death of any individual, or loss of, or damage to, real or tangible personal property, caused by the negligence of the Indemnifying Party or of any of its agents, subcontractors, or employees; or (b) any third party claim, suit, or proceeding against the Indemnified Party that services furnished under this Agreement infringe any patent, copyright, trade secret, trademark, or other rights of the third party, including any breach or alleged breach of any of the Indemnifying Party's representations, warranties, or agreements contained herein.

The Indemnified Party will provide the Indemnifying Party with notice of any threat or filing of a claim against the Indemnified Party. The Indemnified Party may, at its own expense, assist or monitor the defense if it so chooses, provided that the Indemnifying Party will control such defense and all negotiations relative to the settlement of any such claim, and further provided that any settlement intended to bind the Indemnified Party will not be final without the Indemnified Party's written consent.

**10. LIMITATION OF LIABILITY.** Notwithstanding any other provisions set forth herein, neither party will be liable for any incidental, indirect, exemplary, special, or punitive damages, or consequential damages arising out of or in connection with this Agreement. However, the foregoing exculpation of liability will not apply with respect to damages incurred as a result of the gross negligence or willful misconduct of a party. A party will be liable to the other for any direct damages arising out of or relating to its performance or failure to perform under this Agreement. However, the liability of a party whether based on an action or claim in contract, equity, negligence, tort, or otherwise for all events, acts, or omissions under this Agreement will not exceed the fees paid or payable under this Agreement, and provided further that the foregoing limitation will not apply to: (a) a party's obligations of indemnification; (b) damages caused by a party's gross negligence or willful misconduct; or, (c) a party's breach of its obligations of confidentiality, as further described in this Agreement. This section will survive the termination of this Agreement.

**11. CONFIDENTIALITY.** In carrying out the intentions and obligations of this Agreement, both parties may come into possession of proprietary and confidential information of the Client or CONSULTANT. For purposes of this Agreement, proprietary and confidential information includes, without limitations, know-how, procedures, membership data, marketing and financial information, methods of operation, business plans and procedures, marketing and advocacy strategies, advertising plans, computer programs and source codes, and any information that has been marked "confidential" or with other words of similar meaning, collectively referred to as "Confidential Information."

The Confidential Information does not include any information that: (i) was known to the receiving party before its disclosure hereunder by the disclosing party; (ii) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; (iii) is or becomes publicly known through no wrongful act of the receiving party; (iv) has been rightfully received from a third party authorized to make such disclosure without restriction; (v) has been approved for public release by the disclosing party's prior written authorization; or (vi) must be produced or disclosed under applicable law, regulation or court order, provided that the receiving party provides prompt notice thereof to enable the disclosing party to seek a protective order or otherwise prevent such disclosure.

The receiving party ("Recipient") agrees not to disclose Confidential Information of the disclosing party ("Discloser") to any third party without the Discloser's express written permission. The Recipient may disclose Confidential Information of the Discloser only to those employees, contractors, representatives, and agents who have a need to know such Confidential Information. The Recipient may use Confidential Information of the Discloser only for purposes of fulfilling its obligations or as permitted under this Agreement. All Confidential Information will remain the sole property of the Discloser. The

Recipient will not use or commercially exploit the Discloser’s Confidential Information, or any portions thereof, except for fulfilling the obligations under this Agreement.

Each party will use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party will advise the other immediately upon learning or having a reason to believe that any person who had access to Confidential Information has violated, or intends to violate the terms of this Agreement, and each party will cooperate with the other in seeking injunctive or other equitable relief against such person. In no event shall either party disclose in any manner (including but not limited to on its website or in its marketing material or proposals) that the CONSULTANT has performed services on behalf of the Client without the written consent from the CONSULTANT.

12. **FORCE MAJEURE.** Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations under this Agreement if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing CONSULTANT and/or Client, or acts of God or events beyond a party’s control (collectively referred to herein as “Force Majeure”). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Agreement.
13. **GOVERNING LAW.** The laws of the District of Columbia govern all matters arising out of this Agreement, without giving effect to any choice of law principles that could result in the application of the laws of any other jurisdiction.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the sole, final, and entire agreement by the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. This Agreement may not be amended or modified except in writing signed by a duly authorized representative of each party.
15. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same Agreement. Executed counterparts of this Agreement may be delivered by facsimile or electronic means.
16. **NOTICE.** All legal notices under this Agreement must be in writing and will be deemed to have been duly received when: (a) delivered by hand (with written confirmation of receipt), or (b) two (2) days after being deposited for delivery with a nationally recognized overnight delivery service, such as FedEx, UPS, or USPS and addressed as set forth below (or to such other address as a party may designate by notice to the other party):

<b>Hope Street Consulting, LLC</b>	<b>Mountain View Whisman School District</b>
<b>Name:</b> Julia Rafal-Baer <b>Address:</b> 251 Norwood Ave Cranston, RI 02905	<b>Name:</b> Ayindé Rudolph <b>Title:</b> Superintendent <b>Address:</b> 1400 Montecito Avenue Mountain View, CA 94043

17. **ASSIGNMENT & DELEGATION.** Neither party may assign any right or delegate any performance under this Agreement, unless mutually agreed to in writing. All assignments of rights are prohibited, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other matter. A purported assignment or purported delegation in violation of this section twenty-two (22) is void.
18. **NON-WAIVER.** No course of dealing or failure of either party to enforce any term, right, obligation, or provision of this Agreement, including any amendments thereto, or to exercise any option provided hereunder or there under, will be construed as a waiver of such provision.
19. **SEVERABILITY.** If any provision of this Agreement is held unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable and that reasonably achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement will continue in full force and effect.
20. **REMEDIES.** The rights and remedies provided herein will be cumulative and in addition to any other remedies available at law or in equity.
21. **SURVIVAL.** All provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement will survive the expiration or termination of this Agreement.
22. **Dispute Resolution.** The parties agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof shall first be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be exclusively submitted to JAMS for final arbitration as set forth below. The mediation may be held by videoconference. The mediator may impose the cost of the mediation on one party if the mediator determines that such party failed to participate in the mediation in good faith. Otherwise, the parties shall jointly share the cost of the mediation. Any dispute not resolved by mediation shall be determined by arbitration before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitration shall be held in the location which the arbitrator determines is most convenient for the witnesses except that the arbitrator shall have the authority to order that the arbitration be held by videoconference should he/she determine that videoconferencing will provide a fair hearing to both parties. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude either party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party in any arbitration shall be entitled to its reasonable attorneys' fees and costs.

The parties have caused their authorized representatives to execute this Agreement as of the Effective Date.

**Hope Street Consulting, LLC**

By:

Name: Julia Rafal-Baer

**Mountain View Whisman School District**

By:

Name: Ayindé Rudolph

Title: Superintendent

## **STATEMENT OF WORK**

This Statement of Work 1 (“SOW”) is hereby incorporated into the Consulting Agreement (“Agreement”) effective as of December 1, 2020 between Mountain View Whisman School District (“Client”) and **Hope Street Consulting, LLC** (“Consultant”). Capitalized terms not defined herein will have the meaning given to them in the Agreement. In the event of a conflict among the terms and conditions of this SOW and the terms and conditions of the Agreement, the terms and conditions of this SOW will govern and control.

**1. SERVICES & DELIVERABLES.** The following constitutes the services that Consultant will perform under the Agreement (“Services”):

Dr. Julia Rafal-Baer and an additional consultant of a similar expertise level will provide for the following supports:

- Weekly coaching for up to 5 team members (60 minute call each week with the coach along with time for prep for each call - 90 minutes weekly). Consultant will leverage women in leadership curriculum materials and readings for the baseline coaching support;
- “On-call” needs that emerge that require text or call issues;
- Review of any major presentation materials;
- And review of board meetings and presentation prep support;
- and personal leadership development.

Timeline: January 1, 2021 – August 1, 2021

2. **DUE DATES.** Consultant will complete the Services no later than August 1, 2021.
3. **PAYMENT.** Consulting fees for up to 6 days of service per each teammate for a total of 30 days that will be provided during the timeline as set forth above are \$60,000. Consultant will be paid \$30,000 upon Agreement execution and the remaining \$30,000 upon completion of deliverables. Consultant will be paid upon submission of a proper invoice. All invoices will be paid net-thirty, in US Dollars. The total amount payable under this SOW will not exceed \$60,000 without written approval.

The parties have caused their authorized representatives to execute this SOW as of the Effective Date.

<b>Hope Street Consulting, LLC</b>		<b>Mountain View Whisman School District</b>
Date: 12/8/2020		Date:
Name: Julia Rafal-Baer		Name: Ayindé Rudolph
		Title: Superintendent