

BALANCED GOVERNANCE SOLUTIONS AGREEMENT FOR SERVICES

THIS Agreement for Services (the “Agreement”) is made effective as of **July 1, 2019** (the “Effective Date”) by and between Dr. Thomas Alsbury (“Supplier”) and the Marin County Office of Education (“Owner or District”), having an office at 1111 Las Gallinas Ave., San Rafael, CA 94903.

WHEREAS, the Owner has determined that the services of the Supplier herein specified are deemed both necessary, desirable, and in the best interests of the Owner.

WHEREAS, the Supplier represents that he/she is duly qualified and able to render the services as hereinafter described;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **Amendment:** No amendment or modification of the contract shall be deemed effective unless and until it is executed in writing by the parties hereto. The only officers with authority to execute an amendment to this contract is the Owner.
2. **Assignments:** The Supplier shall neither assign, transfer nor delegate any rights, obligations or duties under the contract without the prior written consent of the Owner.
3. **Attorney’s Fees:** The parties agree that in the event of a dispute, each party will bear its own cost of litigation and attorneys’ fees.
4. **Compliance with Applicable Laws:** Supplier shall comply with all applicable statutes, laws, ordinances, codes, order rules, regulations, proclamations, and other governmental requirements, all the aforementioned provisions are incorporated by reference.
5. **Confidentiality:** Owner acknowledges that in rendering the services set forth in Item 23 hereto, Supplier may reveal to Owner proprietary intellectual property generated by Supplier prior to the execution of this Agreement. Owner agrees that any such intellectual property shall retain the sole property of Supplier. Except as required by California law, Owner shall not use, publish, or in any way communicate or reveal said property to any third party.
6. **Contract Suspension:** The Owner may suspend performance by Supplier under this contract for such period of time as the Owner, at its sole discretion, may prescribe by providing written notice. The Owner shall pay the Supplier its compensation, based on work completed. Supplier shall not perform further work under this contract after the effective date of suspension until receipt of written notice from the Owner to resume performance.
7. **Contract Term:** This contract will become effective as of **July 1, 2019** and shall continue in full force and effect until 30 days after completion of all deliverables expressed in the Attachment: Dixie School District Balanced Governance Protocol Proposal 2019 unless terminated by the Owner without cause, upon giving 5-calendar day written notice. The deliverables will be completed and submitted to the Owner no later than **August 31st, 2019**.
8. **Contract Termination:** The Owner may, without cause, order the Supplier in writing to terminate the Work in whole or in part. Upon receipt of written notice, the Supplier shall immediately cease all work, preserve and prepare the partially completed work to be turned over to the Owner along with the Supplier’s final billing. The Owner shall be liable for all charges and considerations set forth in item 13 hereto.
9. **Entire Agreement:** This contract constitutes the entire agreement between the parties.
10. **Expenses:** The Owner shall provide one digital copy of the protocols to the Supplier.
11. **Extra Work:** The Owner reserves the right to request the expansion of the Supplier’s scope of work to perform related services and/or issue amendments to commission an expanded scope of work for related services without invalidating the remaining terms and conditions of this contract.

- 12. Fee Schedule:** The Owner shall pay in accordance with the rates expressed in the Attachment, Dixie School District Balanced Governance Protocol Proposal 2019 with the total not to exceed **\$6,500.00** without prior amendment to this contract. The Supplier shall provide an invoice describing each deliverable and service completed. Payments shall be made within 30 days after receipt of a properly prepared and correct invoice and receipts sent via email to the Marin County Office of Education.
- 13. Force Majeure:** Neither party shall be liable for failure or delay in performance under any Agreement anticipated by this order due in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind specifically enumerated above. During any period of Supplier's inability to perform, the Owner may acquire from others, without incurring liability to Supplier, said goods or services.
- 14. Headings:** Paragraph/section headings, numbers and alphabetical designations have been inserted for convenience of reference only. If there is any conflict between any such designations and the text of this agreement, the text shall take precedence.
- 15. Indemnification:** The Supplier agrees to protect, defend, indemnify and hold harmless the Owner from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of the work to be performed under this contract, if such injury, loss, or damage is due to the Supplier's activities contemplated herein, or any subcontractor of the Supplier, or any officer, employee, or agent of the Supplier.
- 16. Intellectual Property:** Any written reports made by the Supplier shall be considered the property of the Owner. Any training materials provided during the training session shall be considered the property of the Supplier. Any such works provided during the training session shall not be reproduced or posted electronically without the written permission of the Supplier.
- 17. Liquidated Damages:** The parties hereto agree that just compensation for harm caused by the breach of any portion of this agreement may be difficult to ascertain. The parties thereby agree that the sum of \$5,000 per breach is a reasonable and fair amount of liquidated damages that may be awarded in any judicial or non-judicial action. The parties hereby acknowledge that this sum is not a penalty but is a reasonable and just amount.
- 18. No Third Party Rights:** This contract is made for the benefit of the Owner and the Supplier, and not for any outside party.
- 19. Endorsement:** As a result of the selection of the Supplier to furnish services, the Owner is endorsing the Supplier's service. The Supplier may make reference to the Owner, in any literature, promotional material brochures, sales representations, or the like, without the express written consent of the Owner.
- 20. Relationship:** The parties agree that the Supplier is an independent contractor; the Supplier is not an Owner employee. There shall be no withholding of income taxes by the Owner, industrial insurance coverage provided by the Owner, participation in group insurance plans which may be available to employees of the Owner, participation or contributions by either the Supplier or the Owner to the public employees retirement system, accumulation of vacation leave or sick leave, nor unemployment compensation coverage provided by the Owner.
- 21. Release of Liability:** Except as set forth in Section 16, the Owner acknowledges that the Supplier's role is limited to the services set forth in Item 23 hereto. The Supplier does not warrant or represent any specific outcome of development, implementation, or use of the training and services provided in this agreement. The Owner hereby agrees to forever release and hold harmless the Supplier and his agents, affiliates, employees and representatives from any and all actions, claims, or demands that the Owner or the Owner's assignees, agents, affiliates, partners or employees now have, or may in the future have, for any damages suffered by the Supplier in relation to any development, implementation or use of the training and services provided in this agreement.
- 22. Scope of Work:** The Supplier will provide the following services: Interviews and training as specified in the Attachment, Dixie School District Balanced Governance Protocol Proposal 2019.
- 23. Severability:** It is mutually agreed that all of the terms, covenants, provisions and agreements contained herein

are severable and that, in the event any of them shall be held to be invalid by a competent court or arbitrator, this contract shall be interpreted as if such invalid term, covenant, provision or agreement were not contained herein.

24. Subcontracting: No work may be subcontracted without the prior written approval of the Owner, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

SUPPLIER: **Balanced Governance Solutions**

OWNER: **Marin County Office of Education**

By _____

BY _____

Printed Name Thomas Alsbury

Printed Name _____

Title President

Title _____

Date 6/21/2019

Date _____

Dixie School District Balanced Governance Protocol Proposal 2019

Thomas L. Alsbury, EdD

President, Balanced Governance Solutions™

Professor, Northwest University



Consultant/Trainer

Thomas L. Alsbury is founder and president of Balanced Governance Solutions and served for 17 years as a Professor of Educational Leadership at Iowa State, North Carolina State, and Seattle Pacific Universities. He served 18 years as a former high school science teacher, principal, and district administrator and for 8 years as Director of the national UCEA Center for Research on the Superintendency and District Governance. He is currently professor and founder of the educational leadership program at Northwest University. Dr. Alsbury is listed as the foremost expert on school governance by the Associated Press and has consulted, trained, and evaluated boards on school governance issues in 12 countries and across the United States. He has over 50 publications on school board and superintendent research. His book “The future of school board governance: Relevance and revelation” earned Dr. Alsbury the UCEA Culbertson Award. His 2015 book by Harvard Press entitled *Improving local school board governance: A Balanced Governance approach* introduces Dr. Alsbury’s Balanced Governance™ model. The Balanced Governance™ model is unique amongst school governance models, in that it is developed from 50 years of research on exemplary school boards and the findings from two recent national studies of school board members. The new Balanced Governance™ model is being adopted by both small and large school districts and gaining popularity as a Model that best balances the role of the Board Member and Superintendent in our current educational climate.



Contact Information

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“Dr. Alsbury provided newly elected policymakers from throughout the country with an opportunity to enhance their knowledge and understanding of governance skills necessary to be effective leaders in their communities.” (NALEO National Institute for Newly Elected Officials)

“Dr. Alsbury’s research and tools get to the heart of improving school board performance”
(National School Board Association Pacific Region Executive Training)

“Research from the Commission’s consultant, Thomas L. Alsbury, Ed.D., and common sense tell us that education boards that positively influence student achievement gains are characterized by their use of the Balanced Governance approach, and that is what we enthusiastically recommend to help our children succeed and for West Virginia to become a leader in education reform.”

(Thomas Campbell, WV Governor’s Commission on Governance)

Balanced Governance Service: Governance Protocols

In order for Board Directors to be more effective, it is important for them to adopt governance protocols that reflect balanced governance practice. Governance protocols are needed to ensure that Board members have clear direction on how to handle a wide variety of responsibilities and possible issues that tend to arise in all Board work. Governance protocols should be adopted officially by Board action, either as supplements to their governance policies or in the form of a Governance Handbook that cannot be altered without full Board action.

Governance Protocol Deliverables:

1. The School District Board Governance Protocols are developed and delivered digitally to the designated Dixie Trustee(s).
2. A phone call or video conference will be held with 1 or 2 designated Trustees to refine/personalize the protocols.
3. The District Board Governance Protocols are reviewed by the District Board in **one face-to-face** facilitated discussion.
4. Revisions based on the Board input will be drafted and delivered digitally no later than August 31, 2019.

Standard Board Work Session & Deliverables Cost

Deliverable	Cost per District
Developing & Revising Governance Protocols	\$3,000
Facilitated Review of the revised governance policies; One 4-6 Hour Face-to-Face session	\$3,500
Total Cost*	\$6,500

*This cost does not include airfare and hotel accommodations which are covered by the District.