



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this ____ day of February 2022

BETWEEN:

Gentry Public Schools of 201 South Giles Gentry, AR 72734
(the "Client")

-AND-

Leadership Solutions Advisers, LLC 1873 State Route 7 Harpursville, NY 13787
(the "Consultant").

BACKGROUND:

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to provide such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided.

1. The Client hereby agrees to engage the Consultant to provide the Client the following consulting services (the "Services"):
 - Services will include completion of the Blueprint Strategic Planning Service as outlined in Appendix "A"
 - The Client agrees to provide all information, documents and assistance necessary to facilitate project completion, duplicate all necessary training materials and provide adequate space for the training to occur.

Term of Agreement.

2. The terms of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier

termination as provided in this Agreement. The Terms of this Agreement may be extended with the written consent of the Parties.

3. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 15 days' written notice to the other Party.

Performance.

4. The Parties agree that the Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation.

5. The Consultant will charge the Client of the Services at the professional services fee of \$24,000.00 (the "Compensation") which shall be paid within thirty (30) days of completion of the services.
6. Payment Schedule
 - \$12,000 due October 15, 2022
 - \$12,000 due March 15, 2023

Capacity/Independent Contractor.

7. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

Indemnification.

8. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement.

9. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

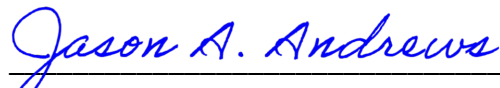
Governing Law.

10. This Agreement will be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the Parties have duly affixed their signature under hand and seal on this day _____ day of _____, _____.

Gentry Public Schools

Per: _____



Leadership Solutions Advisers

Jason A. Andrews, Ed.D.

Managing Member

Appendix “A”

Strategic Planning Proposal of Services

Objective: The purpose of this work together will be to develop updated mission, vision and core value statements and to use these to collaboratively develop a specific, action-oriented, measurable strategic plan.

Deliverables:

1. **An updated mission statement that clearly defines the purpose and primary objectives of the district.**
2. **An updated vision statement that articulates what it will look like when the mission is accomplished.**
3. **A core value statement that informs the mission and vision and defines how the organization aspires to operate.**
4. **A strategic plan that articulates priority areas, goals and action steps.**
5. **An implementation and multi-year plan for follow through.**

Timeframe: This work will be completed between March, 2022 and be completed by March 2023 based on a schedule determined by the District and the Consultant.

Information to be considered:

- Current district work related to mission, vision, values and strategic planning
- Feedback from the Superintendent, Board of Education, Leadership Team
- Feedback from the community

Proposed Process Steps:

Step 1: Initial Planning Meeting with Superintendent and Assistant Superintendent (Onsite)

Deep dive into current state of the district including personnel, finances, facilities, academic, and student supports in place.

Information is then gathered from the community regarding their hopes, dreams, and aspirations for the District. (Offsite through Thoughtexchange). Consultant to provide community invitation.

Step 2: Meeting with the BOE and Leadership Team to discuss Mission, Vision and Core Values. (MVCV) (1 day onsite)

Step 3: Draft MVCV developed by the consultant and provided to the team for review and edit. (.5 day offsite)

Step 4: Draft MVCV presented publicly to the community with a request for participation in a strategic planning project. Consultant to provide invitation materials.

Step 5: Strategic Planning Day (Blueprint for Excellence model; see attached) is held with stakeholders representing staff, students, community members, parents, the Board of Education and the Leadership Team. MVCV is reviewed and adopted with potential minor edits. Plan is developed with priority areas and goals. (1 day onsite)

Step 6: Draft Plan is compiled and organized by the consultant. (.5 day offsite)

Step 7: Action Planning Day is held with Leadership Team to design action steps to accomplish the goals in each priority area. (1 day onsite)

Step 8: Action Plans are refined and developed for publication to the school community. Materials are compiled into publishable PDF and PowerPoint presentation for use in introduction to the community. (1 day onsite)

Proposed Timeline:

- March 2, 2022 **Initial Planning**
- April-June 2022: **Gather community feedback**
- July 20, 2022: **Session with BOE and Leadership Team**
- October 4, 2022: **Strategic (Blueprint) Planning Day**
- December 13, 2022-: **Action Planning Day**
- February 28, 2023: **Plan Finalized and Published**

Fees:

All onsite and offsite work (5 days onsite and 2 offsite) time, access to engagement platform materials and travel expenses:

Total Cost: \$24,000

Payment Schedule: \$12,000 due October 15, 2022

\$12,000 due March 15, 2023

Additional remote time can be purchased. Services can also be purchased for full or half day increments for travel to the district for onsite PD, coaching or additional consultation.