

**SERVICES CONTRACT  
BETWEEN GENTRY PUBLIC SCHOOLS AND PUBLIC IMPACT, LLC**

This is a contract for services (the “**Contract**”) by and between Gentry Public Schools (“**Client**”), and Public Impact (“**Consultant**”), a North Carolina limited liability company, and is entered into on August 22, 2023 (the “**Effective Date**”).

Consultant and Client are each individually a “**Party**” and collectively are the “**Parties**” to this Contract.

For and in consideration of their mutual promises and other good and valuable consideration, the Parties hereto agree that Consultant shall perform certain services for Client and Client shall pay Consultant for such services, all of which shall be governed by the terms and conditions set forth below.

**Terms and Conditions**

**ARTICLE 1. SCOPE OF WORK AND LIMITATIONS**

- 1.1 Scope. The scope of work shall be as set forth in Attachment A, which scope may be amended at any time upon written agreement of the Parties (the “**Services**”).
- 1.2 Limitations. While Consultant may train Client personnel in conducting candidate interviews, and provide feedback regarding the conduct of such interviews, including the calibration of interview scores, Consultant’s Services shall not include providing advice or recommendations to Client related to the hiring, promotion, termination, or demotion of any of particular candidate, employee, or contractor of Client. Any decisions taken by Client in reliance upon Consultant’s training and feedback shall be taken by Client alone.

**ARTICLE 2. FEES, PAYMENT AND TAXES**

- 2.1 Fees. Client shall pay Consultant the amount set forth in Attachment A for the Services performed by Consultant. If the Services exceed the scope of work set forth in Attachment A, the parties may negotiate additional fees and expenses for additional services.
- 2.2 Invoicing and Payment. Consultant shall invoice Client in accordance with the Fee and Payment Schedule set forth in Attachment B. All invoices are due upon receipt unless otherwise specified in Attachment B. Consultant may cease the performance of Services in the event any invoice remains past due after notice from Consultant. Any such amounts outstanding for more than sixty (60) days after the date of invoice shall constitute a material breach by Client.
- 2.3 Taxes, Tariffs or Government Charges. Client shall pay all applicable sales, use, personal property or similar taxes, tariffs or government charges applicable to Services, exclusive of taxes on Consultant’s net income and corporate franchise taxes.
- 2.4 Purchase Orders. In the event that Client issues a purchase order to Consultant covering the Services or products under this Contract, it is agreed that such purchase order is issued for purposes of Client’s internal use only, and none of the purchase order terms and conditions shall add to or modify the terms and conditions of this Contract.

## ARTICLE 3. PROPRIETARY AND CONFIDENTIAL INFORMATION

- 3.1 Consultant Property, Developed Property, License. Consultant will use certain materials, processes, products, concepts, tools, and resources developed by Consultant outside of the scope of this Contract ("Consultant's Property"). Consultant retains ownership of and all rights in Consultant's Property regardless of their use in carrying out this Contract. In addition, in performing the services outlined in this Contract Consultant may develop additional materials, processes, products, concepts, tools, and resources including but not limited to research designs, interview protocols, survey instruments, data analysis and reporting templates (the "Developed Property"). Consultant grants Client a fully paid up, global, perpetual, irrevocable, non-exclusive license to use Developed Property for its own internal purposes in carrying out its own work, subject to the restrictions on distribution, sharing and publishing referenced below.
- 3.2 Use. Client shall not distribute, share, or publish Consultant's Property or Developed Property to any party outside of Client's own organization in any form, including but not limited to sharing physical print-outs or copies, distributing electronically via email, text messages, social media, or any other means, or posting on the internet.
- 3.3 Confidential Information. The parties acknowledge and agree that in the course of the performance of this Contract, the parties shall have access to and become acquainted with confidential information. Each party agrees that, during the period of this Contract and at any time thereafter, neither party will use, publish, disclose, appropriate, or communicate, directly or indirectly, any confidential information of the other party, except as specifically requested by such other party. The parties each acknowledge and agree that all confidential information is valuable proprietary information and that their access to such confidential information is largely the result of their participation in activities under this Contract. Nevertheless, each of the parties agree that confidential information does not include information that: (1) is or becomes part of the public domain other than as a result of disclosure by such party; (2) becomes available to such party on a non-confidential basis from a source other than the other party, provided that the source is not bound with respect to that information by a confidentiality agreement with the other party or otherwise prohibited from transmitting that information by a contractual, legal or other obligation; (3) can be proven by the disclosing party to have been in such party's possession prior to disclosure of the same by such party; or (4) can reasonably be shown to have been independently developed by the other Party without reliance on Confidential Information. The party disclosing the confidential information shall have the burden of proving the applicability of any of the above exceptions. A Party may disclose Confidential Information as required by law or governmental ruling provided, however, that before making such disclosure, the Party of whom disclosure is required shall give the other Party an adequate opportunity to interpose an objection and/or take action to assure confidential handling of such information. Such information shall otherwise remain Confidential Information under this Contract.
- 3.4 Related Work. Nothing in this Contract (including but not limited to the foregoing confidential information provisions) shall prevent Consultant from carrying out related work for other clients or independently, provided that such work does not interfere with carrying out the scope of work specified in this Contract.

## ARTICLE 4. WARRANTY, LIMITATION OF LIABILITY, USE OF WORK PRODUCT

- 4.1 Warranty. Consultant warrants that Services hereunder will be performed by qualified individuals in a professional and workmanlike manner conforming to generally accepted industry standards and practices, and in accordance with all applicable law, regulations, codes and standards of government agencies or authorities having jurisdiction. *Except as otherwise expressly set forth in this section or an applicable SOW, Consultant makes no warranty as to the results that may or may not be obtained by client in connection with the Services, and Consultant disclaims any and all warranties, whether express or implied, including but not limited to the implied warranty of merchantability, fitness for a particular purpose and noninfringement.*
- 4.2 Limitation of Liability. Neither Party nor any of a Party's Representatives shall be liable to the other Party for any indirect, incidental, special or consequential damages arising in connection with this Contract, including, without limitation, lost profits or loss or damage to data arising out of the use, partial use or inability to use the results of the Services, whether in an action in contract, tort, strict liability or negligence, even if advised of the possibility of such damages. Except as provided herein in no event shall either Party's or a Party's Representatives' liability to the other Party arising out of this Contract, whether in contract, tort or otherwise, exceed the amount paid or owing to Consultant by Client for the Services provided under this Contract and out of which such liability arises. This limitation is intended to limit Consultant's liability and shall apply notwithstanding any failure of essential purpose of any limited warranty.

## ARTICLE 5. TERM AND TERMINATION

- 5.1 Term. The Contract shall commence and be effective as of the Effective Date and remain in effect until June 30, 2024 or as may be terminated in accordance with Section 5.2.
- 5.2 Termination For Cause. Either Party may terminate this Contract if the other Party is in material breach of the terms of this Contract, and the breaching Party has not cured the breach within fifteen (15) calendar days for a monetary breach, or thirty (30) days for a non-monetary breach, following receipt of written notice to the breaching party specifying the breach. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either party. Termination shall be in addition to any other remedies that may be available to the non-breaching party and shall not eliminate any obligation to make payments due prior to the effective date of termination. Consent by either Party to extend the cure period shall not be unreasonably withheld, so long as the breaching Party has commenced cure during the thirty (30) day notice period and pursues cure of the breach in good faith. Such consent must be in writing.

Either Party may terminate this Contract immediately by written notice to the other Party upon:

- a. the other Party becoming insolvent;
- b. the other Party's initiation of any proceeding under Federal bankruptcy or state insolvency law regarding its own bankruptcy, reorganization, or insolvency;
- c. the initiation of any proceeding under Federal bankruptcy or state insolvency laws against the other Party which is not dismissed within thirty (30) days;
- d. the appointment of a receiver or a similar officer for the other Party or for a substantial part of the other Party's property; or

e. the other Party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors.

5.3 Termination Without Cause. This Contract may be terminated at any time by the mutual consent of both Parties in writing.

5.4 Effect of Termination. Termination of this Contract for any reason shall not relieve Client of its obligation to pay Consultant all charges that have accrued prior to such termination, nor limit either Party from pursuing any remedies available to it, including injunctive relief, for any breach of this Contract.

## ARTICLE 6. ADDITIONAL TERMS

6.1 Relationship between Parties. Consultant is an independent contractor; nothing in this Contract shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either Consultant or any employee or agent of Consultant. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as federal and state income tax withholding, Social Security taxes, and unemployment insurance applicable to such personnel as employees of the applicable Party. The Parties hereby acknowledge and agree that Client shall have no right to control the manner, means, or method by which Consultant performs Services pursuant to this Contract. This Contract is non-exclusive, and Client and Consultant may contract with other entities to perform similar or related services.

6.2 Non-Discrimination. **Consultant and Client shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Consultant and Client agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).**

6.3 Notice. Unless expressly stated otherwise, any approval, consent or confirmation required under this Contract shall be in writing. Any written notice, demand or request required or authorized in connection with this Contract shall be deemed properly given if delivered in person or sent by email, nationally recognized overnight courier, or first-class mail, postage prepaid, to the address specified below each party's signature block, or to another address specified in writing by a party.

6.4 Waiver. None of the terms, covenants or conditions of this Contract shall be considered waived by either party unless such waiver is specifically stated in writing. The waiver by either party of any default or breach of this Contract shall not constitute a waiver of any other or subsequent default or breach.

- 6.5 Force Majeure. Neither Party shall be in default or otherwise liable for any delay in or failure of its obligations or performance under this Contract where such delay or failure arises by reason of any Act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such Party; provided, however, that such events shall in no case excuse the payment obligations of either Party under this Contract.
- 6.6 Assignment. Neither this Contract nor any rights or obligations hereunder shall be transferred or assigned by Consultant or Client without the prior consent of the other Party, which consent shall not unreasonably be withheld. Notwithstanding the above, either Party may, upon written notice to the other Party, assign this Contract in whole, including all of its rights and obligations hereunder, to a wholly owned subsidiary or to a surviving entity in connection with any merger, acquisition or consolidation.
- 6.7 Survival of Terms. Any terms of this Contract, including but not limited to those relating to Fees, Payment and Taxes, Warranty, and Limitation of Liability, which by their nature are intended to extend beyond this Contract's expiration or termination will remain in effect until fulfilled and will apply to respective successors and assignees of the Parties.
- 6.8 Governing Law. Any and all claims relating to this Contract shall be governed by, and interpreted in accordance with, the laws of the State of North Carolina, without regard to principles of conflict of laws. The sole and exclusive jurisdiction and venue for any action, suit or litigation arising from or related to this Contract shall be in the state or federal courts located in the state of North Carolina and the County of Orange.
- 6.9 Attorney Fees and Expenses. In the event of any dispute over the interpretation, performance or breach of this Contract, the Party prevailing in such dispute shall be entitled to recover from the other Party all reasonable costs of resolution or enforcement, including, without limitation, reasonable attorney, expert witness and other professional fees regardless of whether any action or suit is commenced to resolve such dispute. Recoverable attorney and professional fees shall include any fees reasonably incurred in connection with any arbitration proceeding or any bankruptcy, receivership or other insolvency case or proceeding regarding either Party.
- 6.10 Entire Contract. The Parties hereby agree that they have read, understand and agree to be bound by all terms of this Contract and all SOWs. This Contract constitutes the complete agreement between the Parties and supersedes all previous agreements or representations, written or oral, relating to the subject matter of it. Any terms and conditions of an individual SOW that differ from this Contract shall supersede this Contract, but all other terms and conditions of this Contract shall remain in full force and effect. This Contract may not be modified or amended except in a writing signed by a duly authorized representative of each Party. This Contract may be executed in multiple counterparts, and all such counterparts shall constitute one instrument.

The Parties are signing this Contract on the date stated in the introductory clause.

**Public Impact, LLC**

By: Bryan Hassel

Print Name: **Bryan Hassel**

Title: **Co-President**

Address for Notices:

Public Impact, LLC  
405A East Main Street  
Carrboro, NC 27510  
[Bryan.hassel@publicimpact.com](mailto:Bryan.hassel@publicimpact.com)

**Gentry Public Schools**

By: 

Print Name: **Christie Toland**

Title: **Assistant Superintendent**

Address for Notices:

Gentry Public Schools  
201 S Giles Ave  
Gentry, AR 72734  
[ctoland@gentrypioneers.com](mailto:ctoland@gentrypioneers.com)



**To: Christie Toland, Assistant Superintendent, Gentry School District**  
**From: Rachel Chall and Chandler Rowland, Public Impact**  
**Date: August 10<sup>th</sup>, 2023**  
**Re: Opportunity Culture design and implementation support**

### Overview

Public Impact proposes this scope of work to provide Gentry School District technical assistance and professional learning to design and implement Opportunity Culture staffing models. Public Impact's work in this area is informed by over 50 Opportunity Culture sites across the nation. District leaders and schools will benefit from tools and lessons learned from years of experience, helping Gentry School District best design and utilize Opportunity Culture roles and staffing structures within its unique context.

### Objectives

Opportunity Culture design achieves two major goals of school improvement: construct staffing and schedules to reach all students with excellent teachers and transform the teaching profession into a high-pay, high-impact career that attracts, retains, develops, and maximizes the influence of strong teaching talent.

Five principles form the core of Opportunity Culture design work:

1. Reach more students with excellent teachers and their teams.
2. Pay teachers more for extending their reach.
3. Fund pay within existing budgets.
4. Provide protected in-school time and clarity about how to use it for planning, collaboration, and development.
5. Match authority and accountability to each person's responsibilities.

Public Impact evaluates the strength of each site's resulting Opportunity Culture design in terms of alignment with the [District Implementation Review](#) and [School Implementation Review](#). These rubrics are grounded in a decade of data and experience working with Opportunity Culture schools.

To achieve these goals, Public Impact will help Gentry School District and participating schools:

- Familiarize district and school leaders with Opportunity Culture concepts and processes,
- Establish district-level parameters for Opportunity Culture teacher leader roles,
- Establish school-level plans for using Opportunity Culture roles to improve student learning and school culture,
- Support teachers and principals to implement these new and unique roles, and
- Prepare district leaders to assess implementation and identify possible improvements.

The set of activities described below will help Gentry School District ensure school leaders and their learning communities capitalize on the potential of teacher leadership and develop plans that will be sustained by existing budgets.

### Opportunity Culture Technical Design Support

Public Impact's default delivery mode is virtual, with exceptions noted that are key points of contact for relationship building and contextual understanding. **Please note that Public Impact will not travel for client work when the CDC COVID-19 Community Level designation is "High" in the travel destination.**

## Implementation Monitoring and Support (September 2023 – April 2024)

Deliverable	Objective
School Leader Onboarding and Transition Support	Provides the district with tailored support to develop school leader onboarding and transition resources and lead an accompanying virtual session, as well as the experience gained by Public Impact in other Opportunity Culture sites, access to tools that have been developed for those sites, and expert facilitators to help district leaders develop and refine models and processes that meet unique local contexts.
Opportunity Culture Staff Survey	Gather quantitative and qualitative data on the success of the Opportunity Culture roles and models for <b>four implementing schools</b> . Provide individual school survey data reports and a district survey data summary report.

## Professional Learning for Opportunity Culture Educators

Public Impact's professional learning provides adult learning experiences designed to help multi-classroom leader teams achieve a full extra year of student learning growth. Our content, format, and delivery is designed to meet participant needs and transform practice.

### Selected Professional Learning (August 2023 –July 2024)

Session	Detail
In-Person Summer Professional Learning 2024	3-day onboarding experience for up to <b>8 newly hired OC</b> school leaders, multi-classroom leaders, and reach associates. Includes 15 credit hours through synchronous and asynchronous content. Topics include leading a team of leaders, what to coach and how to coach, launching a team, and effective Opportunity Culture implementation
Aspiring Multi-Classroom Leader Academy	Aspiring MCL Academy focuses on developing aspiring instructional leaders' vision and framework for high-impact teaching and learning, grounded in the <i>Get Better Faster</i> scope and sequence. This series builds participant knowledge of Opportunity Culture and the MCL role, provides skill-building in identifying action steps and leading coaching conversations, and allows districts to share their OC vision and application requirements with potential MCLs. Includes 12 credit hours for <b>4 total participants</b> . Available summer and spring

## Opportunity Culture School Excellence Portal

Throughout this process, Public Impact will use its Opportunity Culture School Excellence Portal to provide a virtual planning and communications platform for schools, districts, states, and supporting organizations. The portal supports essential design activities, allows for rapid, personalized feedback on implementation, eases the collection of data for analysis of outcomes, and helps educators receive curated information and resources.

### Helps Facilitate the School and District Design Processes

- Maintain design team member lists at the district and school levels to allow streamlined communications.
- Organize and store design documents in a centralized location with tiered levels of access.
  - Schools submit design plans to receive feedback from the district and Public Impact.
  - District leaders see summary progress views for each school.
  - Plans can be uploaded in Google Docs, Microsoft Office, or as photos of written work.
- Access and receive notification of the latest Opportunity Culture resources from Public Impact.

### Mechanism of Support During Opportunity Culture Implementation

- Quickly monitor implementation across schools to identify shared challenges.
- Record rosters of OC roles and teams to collect and analyze progress monitoring data.



- Track strengths and weaknesses of implementation against the five Opportunity Culture principles; quickly and easily compare across schools and with other districts.
- Receive streamlined feedback from Public Impact, including updates, school visit reports, and survey results.
- Receive periodic emails designed for educators that contain curated information and resources from Public Impact.

## Estimated Cost

Below is Public Impact's estimated annual cost of providing design assistance, implementation assistance, and professional learning.

Activity	Fee
<b>Implementation Support: SY 23-24</b> <ul style="list-style-type: none"> <li>• School leader onboarding and transition support materials</li> <li>• School leader onboarding and transition support session facilitation and follow-up support</li> <li>• OC Survey administration and summary reports (1 summary district report; individual school reports for 4 schools)</li> <li>• Project Management</li> </ul>	\$24,020
<b>Professional Learning</b> <ul style="list-style-type: none"> <li>• In-person summer professional learning for new Opportunity Culture hires (up to 8 participants)</li> <li>• Aspiring MCL academy (up to 4 participants)</li> </ul>	\$13,260
<b>Project Administration (includes a 12% administrative fee)</b>	\$12,209
<b>TOTAL FEES</b>	<b>\$49,489</b>

Public Impact will invoice in accordance with the invoice schedule below:

<b>Invoice Date</b>	<b>Invoice Amount</b>
9/15/2023	\$49,489
	<u>\$49,489</u>