

**California School Boards Association**

**AGREEMENT FOR GOVERNANCE CONSULTING SERVICES**

THIS Agreement made and entered into by and between the CALIFORNIA SCHOOL BOARDS ASSOCIATION, a nonprofit California corporation, hereinafter referred to as “CSBA” and Lodi Unified School District hereinafter referred to as “District.”

**CONDITION PRECEDENT**

To be eligible for this program, the district must be a member in good standing of CSBA.

The parties hereby agree as follows:

**1. DUTIES AND RESPONSIBILITIES OF DISTRICT**

1.1 District agrees to:

- a. assure attendance by all board members, and the superintendent of Lodi Unified School District as requested by CSBA;
- b. provide appropriate facilities or virtual platform for each session; and
- c. provide necessary food and refreshments (this is not needed for a virtual workshop).

**2. DUTIES, RESPONSIBILITIES AND RECOMMENDATIONS OF CSBA**

2.1 CSBA agrees to:

- a. conduct phone interviews with board members and superintendent as appropriate.
- b. provide governance consulting services, which may include a virtual workshop to be completed not later than April 1, 2021 on governance leadership, such as district goal setting, board self-evaluation, superintendent evaluation, developing norms and protocols, developing a governance planning calendar, and other governance-related activity as CSBA and District may agree.
- c. provide any necessary copyrighted course materials as needed for the governance leadership workshop.
- d. provide summary materials from the governance consulting services.

**3. COMPENSATION AND REIMBURSEMENT OF EXPENSES**

3.1 In consideration for the consulting services, the District agrees to pay CSBA a base fee of \$2700, plus reasonable travel expenses if needed.

- 3.2 Payment is due within 30 days upon receipt of invoice from CSBA, following the service delivery.
- 3.3 In the event that District cancels the workshop after it is scheduled, District agrees to reimburse CSBA for any travel expenses already incurred by the consultant at the time of the cancellation.

**4. CONTRACT TERMINATION**

- 4.1 The terms of the Agreement shall terminate no later than April 1, 2021 or sooner if all provisions have been satisfied.
- 4.2 Unless otherwise terminated pursuant to this Agreement, CSBA or District may terminate this agreement without cause by giving thirty (30) days written notice to the other party.
- 4.3 Should CSBA default in the performance of this Agreement or materially breach any of its provisions, District may terminate this Agreement by giving written notification to CSBA.
- 4.4 Should District default in the performance of this Agreement or materially breach any of its provisions, CSBA may terminate this Agreement by giving written notification to District.

**5. GENERAL PROVISIONS**

- 5.1 For the purposes of communication between the parties, the following shall be the representatives of the parties:

Ron Freitas	Dr. Cathy Nichols- Washer	Naomi Eason, Ed.D
Board President	Superintendent	Assistant Executive Director, Member Services
Lodi Unified School District	Lodi Unified School District	California School Boards Association
Address: 1305 E. Vine Street	Address: 1305 E. Vine Street	3251 Beacon Boulevard
Lodi, CA 95240	Lodi, CA 92308	West Sacramento, CA 95691
Phone: (209) 331-7004	Phone: (209) 331-7004	Phone: (916) 669-3293 Fax: (916) 371-3407

- 5.2 This Agreement is the entire agreement and supersedes any oral or written agreements previously entered into concerning the conduct of the Governance consulting services.
- 5.3 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.
- 5.4 This Agreement will be governed and construed according to the laws of the State of California.

**AGREED**

**SCHOOL DISTRICT**

BY: \_\_\_\_\_  
Ron Freitas, Board President

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Dr. Cathy Nichols-Washer,  
Superintendent

DATED: \_\_\_\_\_

**CALIFORNIA SCHOOL BOARDS ASSOCIATION**

BY: *Naomi Eason*  
Naomi Eason, Ed.D.  
Assistant Executive Director,  
Member Services

DATED: 02/25/2021