

California School Boards Association

AGREEMENT FOR GOVERNANCE CONSULTING SERVICES

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

The scope of the Governance Consulting Services (“Services”) provided under this Agreement include training and information related to an Effective Governance Workshop as described in greater detail in Attachment A, which is incorporated into this Agreement by reference.

To be eligible for the Services, the LEA must be a member in good standing of CSBA.

CSBA and LEA hereby agree as follows:

1. CSBA OBLIGATIONS

- 1.1 CSBA agrees to provide the Services which may include any of the following:
 - a. conduct phone interviews with Participants as deemed appropriate by CSBA and LEA;
 - b. conduct the Workshop (as described below) on January 23, 2024 and not later than January 23, 2024, as agreed to by CSBA and LEA;
 - c. provide any course materials as determined necessary for the Services; and
 - d. upon completion of the Services, provide summary materials to LEA describing the Services provided.

2. LEA OBLIGATIONS

- 2.1 LEA agrees to:
 - a. ensure attendance by all board members and the superintendent (“Participants”) at the “Effective Governance Workshop” (“Workshop”) which will be directed by CSBA for a duration of 4:00 pm to 8:00 pm;
 - b. provide appropriate facilities and equipment (e.g., projector, screen, white board, etc.) for sessions during the Workshop; and
 - c. provide necessary food and refreshments for Participants during the Workshop; and
 - d. notice the Workshop as a public meeting of the Board.

3. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- 3.1 In consideration for the Services, LEA agrees to pay CSBA a base fee (“Base Fee”) of \$3,700 for a one-day, interviews, and materials. Any additional workshop preparation hours due to rescheduling and/or reprogramming (e.g. additional interviews, additional research, modification to materials, etc.) will require an additional fee (“Additional Fee”) of \$100 per hour. All fees will be described and included in an invoice sent to LEA. The invoice for the Base Fee will be sent to LEA upon completion of the workshop. Invoices for any Additional Fees will be sent to LEA prior to the workshop and separately from the invoice for the Base Fee.
- 3.2 In addition to the Base Fee and any applicable Additional Fee, LEA agrees to pay reasonable travel expenses such as mileage, hotel costs, and per diem meal and incidental costs of CSBA. The invoice for reimbursement will be sent to LEA with the invoice for the Base Fee.
- 3.3 Payment of all fees is due within 30 days upon receipt of invoice from CSBA.
- 3.4 In the event that LEA cancels the workshop after it is scheduled, LEA agrees to reimburse CSBA for any travel expenses already incurred up to the time of the cancellation.
- 3.5 All communication related to payment of fees will be sent to the following LEA contact:

Hope Near
Executive Assistant, Azusa Unified School District
Address: 546 S Citrus Avenue, Azusa, CA 91702
Phone: (626) 858-6152
Email: hnear@azusa.org

4. CONTRACT TERMINATION

- 4.1 The terms of the Agreement shall terminate no later than April 23, 2024, or sooner if all provisions have been satisfied.
- 4.2 Unless otherwise terminated pursuant to this Agreement, CSBA or LEA 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, LEA may terminate this Agreement by giving written notification to CSBA.
- 4.4 Should LEA default in the performance of this Agreement or materially breach any of its provisions, CSBA may terminate this Agreement by giving written notification to LEA.

5. GENERAL PROVISIONS

- 5.1 Neither party will be responsible for delays or failure of performance under this Agreement resulting from acts of God, war, terrorism, strikes, pandemics or epidemics, failure of suppliers to perform, government regulations, executive orders, earthquakes, power failures, or other causes beyond the control of that party which render performance by that party impossible or commercially unreasonable.
- 5.2 All work product including intellectual property, such as trade secrets and copyrights, documents, records, files and supporting data accumulated, prepared, created and/or distributed by CSBA in the scope of performing the Services under this Agreement, or that are reasonably related thereto, are the property of CSBA. LEA shall not have or claim any ownership or proprietary interest in such work product and may only share with a third party with prior written CSBA consent.
- 5.3 No employer-employee relationship is created by this Agreement and neither party may act as an agent of the other.
- 5.4 For the purposes of communication between the parties not related to payment, the following shall be the representatives of the parties:

Yolanda Rodriguez-Pena
Board President
Azusa Unified School
District
Address: 546 S Citrus
Avenue, Azusa, CA
91702

Arturo Ortega
Superintendent
Azusa Unified School
District
Address: 546 S Citrus
Avenue, Azusa, CA
91702

Amy Christianson
Chief, Member Services
California School Boards
Association
3251 Beacon Boulevard

Phone:(626) 858-6152

Phone:(626) 858-6152

West Sacramento, CA 95691
Phone: (916) 669-3293

- 5.5 This Agreement will be governed and construed according to the laws of the State of California.
- 5.6 The terms of this Agreement may be modified only by a written agreement signed by both parties.
- 5.7 This Agreement is the entire agreement and supersedes any oral or written agreements previously entered into concerning the Services.
- 5.8 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

LEA

BY: _____ DATED: _____
Yolanda Rodriguez-Pena, Board President

BY: _____ DATED: _____
Arturo Ortega, Superintendent

CALIFORNIA SCHOOL BOARDS ASSOCIATION

BY: *Amy Christianson* DATED: 1/2/2024
Amy Christianson
Chief, Member Services

Attachment A

Effective Governance

- Discuss roles and responsibilities.
- Discuss governance standards and board relationships with one another and the Superintendent.