



February 22, 2021

Steve Frank
Superintendent
Woodside Elementary School District
3195 Woodside Road
Woodside, CA 94062

Dear Mr. Frank,

It has been a pleasure to speak with you regarding the District's interest in creating a new strategic plan to guide the next chapter for WESD. Based on our conversations, we have outlined the following agreement for project management and facilitation services as follow-up to our proposal dated November 20, 2020.

Objective for Consulting Services:

Provide project management and facilitation services from July 2021 – April 2022 (Option 2) to support Superintendent and the Board to complete a collaborative, inclusive, and efficient strategic planning process and to create a clear, concise, and actionable vision for the next 3-5 years to guide the District's future.

Scope of Consulting Work:

- Project Management – Calendar planning and meeting facilitation (10 months)
- Monthly Meetings – Leadership planning, Task Force facilitation, progress reporting
- Tools & Templates – Support for efficient project development and document drafting
- Analysis & Insights – Summary reports from stakeholder input and Task Force findings
- Leadership Support – Communications and management to leverage leadership time

Key Deliverables:

- 3 cycles of facilitated stakeholder input with online surveys and insights to inform plan
- 3-5 key themes / areas of strategic focus for the next 3-5 years for Board consideration
- 3-5 page draft plan for Board review and consideration with attachments
- Reporting framework for District to set annual goals / track progress of approved plan

Facilitation services and project management will be led by Living Strategy Senior Partners Lana Guernsey and Gilbert Wai in collaboration with our consulting partner Kawai Lai.

Each member of our senior team brings extensive experience working in, for and with schools, including public schools, independent schools, and charter schools in the Bay Area and beyond. Because we understand the nature of educational communities, our facilitation services:

- emphasize community collaboration and respect for diversity, equity, and inclusion
- enable District to leverage leadership time to create and maintain project momentum
- add experienced external perspectives as the District collects and processes data

Phases of Development / Project Milestones:

For project planning and reporting purposes, we recommend dividing the project into five phases with each phase to begin with a calendar of activities and agreed upon deliverables and conclude with a summary report prepared by Living Strategy with progress to date.

Phase #	2021-2022	Scope / Key Inputs	Deliverables
1. Prepare	July – Aug	<ul style="list-style-type: none"> • Create calendar • Leadership & Board input • Organize Task Force for Fall 	Phase 1 Report: Detailed timeline, next steps, summary of Phase 1 input.
2. Collect	Oct – Nov	<ul style="list-style-type: none"> • Internal & community input • Collaboration Cycle #1 • stakeholder facilitations • Identify early themes 	Phase 2 Report: Summary of community input & emerging themes w/key areas for focus.
3. Draft	Jan – Feb	<ul style="list-style-type: none"> • Prioritize themes • Draft outline of plan • Conduct external research • Collaboration Cycle #2 • input via online survey 	Phase 3 Report: Summary of key themes for focus, development and research. Initial ideas begin to form for review.
4. Refine	March	<ul style="list-style-type: none"> • Collaboration Cycle #3 • stakeholder facilitations and online survey to gather feedback & refine ideas • Create first draft reports 	Phase 4 Report: Summary of progress to date with draft ideas from Task Force teams (3-5 pages each + attachments)
5. Finalize	April	<ul style="list-style-type: none"> • Present final draft of key recommendations from Task Force for synthesis by Board & Admin in summer • Provide implementation grid to track annual goals • District distributes plan following Board approval 	Phase 5 Report: Final project report summarizing 12 month milestones; draft plan presented to Board for review and next steps.

Collaboration Cycles #1-3 include facilitated focus groups / input from stakeholders representing: (1) Board. (2) Administrative Leadership. (3) Educators and Staff. (4) Parents & Community.

Terms of Agreement and Fees:

Fees for services outlined here include a total of \$50,000 to be invoiced over 10 months in equal installments of \$5,000 per month as follows and not to exceed the estimated project total unless mutually agreed upon in writing by both parties (see Attachment A for terms and conditions):

- \$5,000 per month x 10 months for July 2021 – April 2022

The overall scope of the project includes up to the following meetings and facilitations with dates to be mutually agreed upon by both parties:

- 7-9 Leadership planning calls with Living Strategy Senior Consultant(s) & Superintendent
- 5 Board update presentations and 1 facilitated Board retreat for planning vision
- 8 Task Force Meetings facilitated by Living Strategy (~1 per month following kick-off)
- 6-10 Stakeholder Focus Group Facilitations / workshops (during Phases 2 & 4)
- 3 Online Surveys (survey design / analysis) supported by Living Strategy (during Phase 2-4)

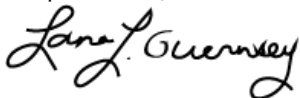
Ideally, all facilitations will take place in-person with representatives of key stakeholder groups at District Facilities. Should this not be possible, Living Strategy will facilitate sessions virtually using online collaboration tools.

We do not anticipate any significant out-of-pocket costs for this project. Should the need arise or at the request of the District, such expenses will be billed at cost subject to prior approval. Living Strategy and District shall mutually agree in writing to any change in scope of work not outlined here.

Deposit of first month fee required to begin work and to be invoiced upon execution of this agreement. Terms for invoices and expenses payable 30 days following receipt of invoice.

Living Strategy will work with District to consider (subject to review and approval) any additional standard contract terms typical of District agreements, including confidentiality agreements and/or standard consulting service contracts. Please review this proposal and let me know if you have any questions. To accept, please sign and return electronic copy to ana@livingstrategy.net and mail hard copy to address below.

Proposed by:



Lana L. Guernsey
Founder, Living Strategy
Date: February 22, 2021

Accepted by WESD:

Signature: _____
Name: _____
Date: _____

Attachment A: Contractor Terms & Conditions

1. **Services.** All Services will be described in a mutually agreed upon and jointly executed document describing the services to be performed ("Statement of Work").
2. **Performance of Services.** Contractor will render the services set forth in a Statement of Work in a timely and professional manner consistent with generally accepted industry standards. Client will provide in a timely and professional manner, and at no cost to Contractor, assistance, cooperation, complete and accurate information and data, programs, files, documentation, and other resources reasonably requested by Contractor to enable it to perform the Services (collectively, "Assistance"). Contractor will not be liable for any deficiency in performing the Services if such deficiency results from Client's failure to provide full Assistance as required hereunder. Assistance includes, but is not limited to, designating an individual to interface with Contractor during the course of the Services.
3. **Compensation.** Contractor will invoice Client on a monthly basis. In addition to the agreed-upon fees for Services, Client agrees to pay all filing fees, taxes and penalties assessed by regulatory authorities, if any. Unless otherwise stated in the Statement of Work, invoices will be due and payable upon receipt.
4. **Independent Contractor.** Contractor's relationship with Client is that of an independent contractor, and nothing in this Agreement shall create any form of partnership, agency, joint venture, employment or similar relationship.
5. **Termination.**
 - (a) **Termination without Cause.** Either party may terminate this Agreement and/or any Statement of Work without cause upon thirty (30) days advance written notice to the other party. Notice of termination of any Statement of Work will not be considered notice of termination of this Agreement unless specifically stated in the notice; provided, however, any termination of this Agreement will automatically terminate all Statements of Work.
 - (b) **Termination for Cause.** Either party may terminate this Agreement or a Statement of Work immediately upon written notice to the other party if the other party is in default of any obligation hereunder, including the failure to make any payment when due, which default (i) is incapable of cure, or (ii) being capable of cure, has not been cured within ten (10) days after receipt of written notice from the non-defaulting party.
 - (c) **Effect of Termination.** Upon termination of this Agreement or a Statement of Work, Contractor will immediately cease performing the Services and Client will pay Contractor for Services actually rendered. Sections 6, 7, 8, 9 and 10 will survive the termination of this Agreement. Neither party will be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms.

6. **LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS, ANY LIABILITY OF CONTRACTOR WITH RESPECT TO THE SERVICES UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO REFUND OF THE SERVICE FEE FOR THE APPLICABLE STATEMENT OF WORK. THE REMEDIES PROVIDED FOR OR REFERENCED HEREIN ARE EXCLUSIVE. BOTH CLIENT AND CONTRACTOR WAIVE ALL OTHER REMEDIES INCLUDING INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS.

7. **NO LIABILITY FOR CERTAIN PERSONNEL CLASSIFICATIONS.** CLIENT AGREES THAT CONTRACTOR SHALL NOT HAVE ANY LIABILITY FOR THE CLASSIFICATION OF PERSONNEL AS INDEPENDENT CONTRACTORS OR EXEMPT EMPLOYEES.

8. **WARRANTY DISCLAIMER.** THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

9. **Confidentiality.** Contractor agrees not to disclose Client's confidential information to third parties, and not to use Client's information in a manner detrimental to Client's interests.

10. **General Provisions**

a. **Governing Law.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of California, without regard to or application of provisions relating to choice of law.

b. **Arbitration.** All disputes relating to this Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA").

c. **Severability.** If any provision of this Agreement is unenforceable, then such provision will be enforced to the maximum extent possible under applicable law so as to effect the intent of the parties and the other provisions of this Agreement will continue in full force and effect.

d. **Entire Agreement; Amendment; Waiver.** This Agreement (including any Statements of Work) constitutes the entire agreement between Client and Contractor with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral. No modification or waiver of any terms of this Agreement will be effective unless in writing and signed by both parties.