



NASB Strategic Planning Service Agreement

This Strategic Planning Service Agreement (the “**Agreement**”) is made this ____ day of June 2019 (the “**Effective Date**”), by and between the Nebraska Association of School Boards (“NASB”), a non-profit corporation organized and existing under the laws of Nebraska, and Pleasanton Public Schools (the “**Client**”), a Nebraska Political Subdivision.

WHEREAS, NASB, provides services to Nebraska school boards to strengthen public education and offers a Strategic Planning Service in which to engage internal and external stakeholders in the development of the district’s mission, vision, and goals to support student learning; and

WHEREAS, the Client desires that NASB provide this Strategic Planning Service to the Client; and

WHEREAS, NASB desires to provide such service to the Client under the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement, the parties agree as follows:

1. Services. Subject to the terms and conditions of this Agreement, the Client hereby retains NASB to provide Strategic Planning Services (the “**Service**”), and NASB agrees, subject to the terms and conditions of this Agreement, to render such Services during the term of this Agreement. Such Services shall be limited to those described in Exhibit A, as amended, by mutual agreement, in writing from time to time. NASB shall render Services hereunder at such times and places as shall be mutually agreed upon by Client and NASB.

2. Fees.

- a. In consideration of the Services to be provided by NASB, subject to the terms and conditions of this Agreement, the Client shall, **within 30 days of NASB’s invoice**, pay to NASB the applicable Service Fees for the Services as described in Exhibit A, in addition to reasonable travel and other expenses NASB incurs in connection with performing the Services.
- b. All fees are exclusive of any applicable taxes. Client shall be responsible for payment of such taxes of any kind.

- c. To obtain payment, NASB shall submit to the Client, an invoice describing services rendered and expenses incurred under this Agreement. The Client shall pay to NASB invoiced amounts within thirty (30) days after the date of invoice.

3. Term. This Agreement shall commence on the Effective Date above, and shall continue for a period of one year, unless extended by agreement of the parties.

4. Cancellation Policy. If the Client cancels any of the Services described in Exhibit A less than 36 hours before the start of the scheduled Services, the Client will be billed for any travel or other expenses actually incurred by NASB in connection with this Agreement, which may include the purchase of nonrefundable airline tickets. If the Client cancels any of the Services described in Exhibit A within 36 hours of the start of the scheduled Services, the Client will be charged a Cancellation Fee equal to the total cost of the applicable Service Fee(s), as described in Exhibit A and Paragraph 2 above, plus any actual travel or other expenses actually incurred by NASB in connect with this Agreement. If the Client reschedules the Services, within two weeks of cancellation, for a later time mutually agreed upon and available by both parties, the Client will be charged the Service Fees as described in Paragraph 2 above, minus half of the Cancellation Fee charged to the Client in accordance with this Paragraph.

5. Termination. NASB may terminate this Agreement if Client is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice from NASB. Any provision of this Agreement, which imposes an obligation after termination, or expiration of this Agreement shall survive the termination, cancellation or expiration of this Agreement.

6. Intellectual Property. Except as described below, the work products, which are first produced or created for Client by NASB, under this Agreement, shall be the property of the Client and shall be considered works made for hire under this Agreement. Notwithstanding the foregoing, any developed technology, including patentable and unpatentable ideas, know-how, trade secrets, confidential information, technical data, or techniques, and all intellectual property rights appurtenant thereto which may be developed by NASB under this Agreement or in the delivery of any services hereunder that derive from, improve, enhance or modify NASB's product(s) and services or pre-existing intellectual property will be the property of NASB.

7. Confidential Information Defined. For the purposes of this Agreement "Confidential Information" shall mean all nonpublic information relating to or in any way connected with the business, operational, technical and/or financial affairs of NASB, its members, the results of its or their operations and/or any and all nonpublic information relating to the Services provided or performed by NASB pursuant to this Agreement including, without limitation, all policies, practices, research, protocols, specifications,

characteristics, means, methods, processes, routines, trade secrets, and know-how used or developed by NASB. Anything herein to the contrary notwithstanding, Confidential Information does not include information that Client can prove through written or electronic records or other physical evidence: (a) to have been or become generally known to the public through no fault of Client or its agents or representatives; (b) to have been already in the possession of Client at the time of the disclosure and was obtained from NASB; or (c) to have been later obtained by Client from a third party not under any obligation of confidentiality to NASB.

Client agrees that it shall not use for any purpose or disclose to any third party any of NASB's Confidential Information without NASB's prior express written consent. Client agrees to safeguard the Confidential Information against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as Client exercises in safeguarding the confidentiality of its own Confidential Information, but no less than a reasonable degree of care under the circumstances.

Client shall not use the name, logos, trademarks, or depictions of NASB, or any officer, director, employee, appointee, or any adaptation thereof, in any promotional, advertising, or marketing literature, or in any other way without the prior express written consent of NASB.

8. Data. As part of Service provided by the NASB, surveys will be conducted with Stakeholder groups that may include, but not be limited to; the Board of Education, School Administration, Certified Staff, Classified Staff, Students, Parents, Community Members, and Business Leaders. The NASB shall be the custodian of all raw data collected from these surveys and shall be responsible for housing and maintaining all data. The raw data collected will not be accessible by the Client without the permission of the NASB.

The NASB will make available to Client a thematic report, which is a summarized report of the data. This thematic report shall be provided to the Client in the Needs Analysis.

9. Limited Warranties and Limited Liabilities. NASB warrants that the Services provided hereunder will be performed in a professional manner consistent with the quality of NASB's performance of services for similarly situated customers and in accordance with generally accepted industry standards. NASB makes no guarantees or assurances that the Services will achieve Client's specific goals or provide additional functionality to Client.

NASB EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EXCEPT FOR DAMAGES OR LOSSES ARISING FROM A PARTY'S

INDEMNIFICATION OBLIGATIONS OR INFRINGEMENT OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY, IN NO EVENT SHALL NASB BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT NEGLIGENCE, STRICT LIABILITY, LOSS OF DATA, LOSS OF USE, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NASB'S MAXIMUM LIABILITY FOR ANY BREACH OF WARRANTY HEREUNDER SHALL BE A REFUND OF THE SERVICES FEES PAID UNDER THIS AGREEMENT.

10. Indemnification. Notwithstanding any other term of this Agreement, Client shall indemnify, defend and hold harmless NASB, its corporate affiliates, current or future directors, trustees, officers, employees, and agents and their respective successors, heirs and assigns against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon any one of them in connection with any claims, suits, actions, demands or judgments arising out of this Agreement (including, but not limited to, actions in the form of tort, warranty, or strict liability).

11. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Nebraska. Any action under or concerning this Agreement shall be brought exclusively in the District Court of Lancaster County, Nebraska. Both parties hereby consent to such personal and exclusive jurisdiction.

12. Severability. In the event any provision of this Agreement is determined to be illegal, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect.

13. No Partnership or Agency. No agency, partnership, joint venture, or employment relationship is created by this Agreement and neither party shall have the authority to act in the name or on behalf of or otherwise bind the other in any way.

14. Force Majeure. NASB will not be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond NASB's reasonable control, including but not limited to fire, flood, storm, act of God, war, malicious damage, failure of a utility service or transport or telecommunications network.

15. Waiver. No delay or omission by a party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

16. Entire Agreement. This Agreement sets forth the entire understandings between the parties with respect to the Services, and merges and supersedes all prior or contemporaneous understandings or agreements whether written or oral. No amendment or modification of this Agreement will be binding unless reduced to a writing signed by duly authorized representatives of the parties and such writing makes specific reference to this Agreement and its intention as an amendment hereto.

The above provisions are agreed to effective as of the date written above.

Pleasanton Public Schools

Nebraska Association of School Boards

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

The following is a description of Services to be provided by NASB:

Phase I: Organize and Plan the Process *15% of total fee*

NASB will engage the Client in stakeholder engagement and Strategic Overview Committee meetings as needed and mutually agreed upon, to be conducted by the NASB Board Leadership Team.

- Create a timeline
- Identify and engage internal stakeholders
- Distribute the communications packet
- Research and compile extant data
- Provide administrative support and leadership

Phase II: District Needs Assessment, Analyze Data, and Needs Analysis *50% of total fee*

NASB will provide additional consultants on an as-needed basis for the purpose of data collection and analysis.

- Distribute the Comprehensive Needs Index
- Facilitate the Strategic Overview Committee (SOC) Meetings
- Conduct the Needs Assessment
- Compile the data
- Analyze the data
- Prepare the Needs Analysis

Phase III: Define and Build the Strategic Plan *25% of the fee*

NASB will draft the plan by creating the Guiding Principles, Objectives, Strategies, and Performance Indicators.

Optional components:

- Option 1:** Strategy Prioritization Ranking (*Urgency and Impact Graphing*) Fee: \$500
**Specific Stakeholder Group Graphing Fee +\$100/Group

- Option 2:** Alignment Matrix (AQuESTT, AdvancED/Framework) Fee: \$500
- Option 3:** SPARQ Meeting Integration and Training Fee: \$250

Phase IV: Adopt, Implement, and Monitor

NASB will assist the Client in developing an effective assessment process to ensure the success of the Strategic Plan.

- Embed the Strategic Plan into NASB Strategic Plan model
- Present the Strategic Implementation Team (SIT)

Phase V: Support and Evaluation

10% of the fee

NASB will provide ongoing support to ensure assessment of progress and success. Stakeholder re-engagement is available at an additional expense to ensure the plan has realized growth and progress of the district.

Total Estimated Cost: \$3,500 to \$5,000 (Not including reasonable travel expenses.)