

Handwritten: Gadsden
8/23/06

CONTRACT SERVICES AGREEMENT

THIS AGREEMENT is made this 14th day of August, 2006, by and between Spark+Innovation, LLC, a Colorado limited liability company, (hereinafter "Consultant"), and Gadsden Independent School District (hereinafter "Client").

Client seeks training and support in the advancement of professional development structures and practices that support students to learn at the highest levels. Such services include training for district leaders, school principals, school-based coaches, and/or teachers. Consultant offers such services and has provided Client with a proposal (attached hereto and referred herein as "Proposal") for contracting those services.

In consideration of the mutual promises and covenants contained herein, the sufficiency and receipt of which is hereby acknowledged, the parties agree to the following:

1. Services of Consultant.

1.1 Initial Scope of Work - Consultant shall provide such services as are set forth in the Proposal.

1.2 Modification to Scope - Any changes to the specified services shall occur only with the written consent of both parties. If Client requests changes to the Scope of Work, Consultant will make reasonable efforts to comply. If Consultant, in good faith, is unable to comply, Consultant may elect to terminate this Agreement immediately and be compensated for all services performed up to the time of termination. If Client postpones or cancels any scheduled dates set forth in the Proposal, Consultant shall make a good faith effort to accommodate the change but shall reserve the right to assess a reschedule fee of \$500.00 for each instance a change occurs. If, in the Consultant's judgment, the postponement or cancellation materially impedes Consultant's ability to achieve the Scope of Work, Consultant may elect to terminate this Agreement immediately and be entitled for compensation for all services performed up to the time of termination, as well as the Termination Fee referenced in Section 4.6.

1.3 Nonexclusive Services. Consultant shall devote such time and effort to the Scope of Work as shall be reasonable and necessary to perform the activities referenced in paragraph 1.1, hereof. Notwithstanding, the parties recognize that Consultant is free to perform services for other clients contemporaneously with performing services for Client, so long as it does not interfere or delay the services for Client.

2. Independent Contractor Status.

a. The parties agree that Consultant will perform services hereunder in the capacity of an independent contractor and is not an employee of Client for any purpose. Consultant shall perform all services hereunder in accordance with its control, methods, means and hours of work, and shall not be subject to the direction or control of Client, except to the extent required specifically under this Agreement.

b. Consultant shall be obligated to comply with all applicable federal, state and local income and withholding tax, social security, worker's compensation, unemployment insurance, and any other similar or related status regulations, ordinances and obligations. Client shall have no obligation or duty with regard to any of the foregoing matters.

3. **Compensation.** For all services rendered hereunder, Consultant shall be paid a total contract amount of \$10,800 plus travel expenses. Periodic payments shall be made pursuant to invoices submitted by Consultant. The invoice amount shall be paid within 30 days of Client's receipt of the invoice. Payment not received by Consultant within 30 days of the invoice date shall be subject to a five percent (5%) late fee. At that time, Consultant shall submit a "late-notice" invoice to Client. If Client fails to make payment in full (including the late fee) within 30 days of the date of the late-notice invoice date, Consultant shall, at its option, terminate this Agreement for cause and be entitled to collect any outstanding balance as well as any costs (including reasonable attorney fees) associated with collecting the amount owed.

4. **Term and Termination.**

4.1 **Term.** The term of this Agreement shall commence as of the date of execution of this Agreement and shall extend until completion of the Scope of Work or until terminated hereunder.

4.2 **Reasons for Termination.** Either party may terminate this Agreement for any reason.

4.3 **Notice.** Any party terminating this Agreement must provide at least thirty (30) days written notice thereof to the other party, except that a party may terminate this Agreement immediately, for cause. Notwithstanding the foregoing, either party may terminate this Agreement within ten (10) days of the execution date (when both parties have signed) for any reason and without incurring a Termination Fee.

4.4 **Accrued Compensation.** Consultant shall be entitled to compensation accrued through the date of termination.

4.5 **For Cause.** "For cause" shall mean: i) failure by Client to make timely payments for services performed by Consultant and properly invoiced pursuant to Section 3, or ii) actions by either party which causes financial damages or impugns the reputation and community standing of the other party.

4.6 **Termination Fee.** After ten (10) days following the execution of this Agreement, if the Client terminates this Agreement and such termination affects any scheduled dates set forth in the Proposal, Consultant reserves the right to assess a Termination Fee equal to \$1,800.00 for each scheduled day affected. This fee shall apply whether or not proper notice is given.

5. **Confidentiality Provisions.**

a. The parties acknowledge that information used in the performance of services contemplated under this Agreement may be confidential in nature. Such information may include, but not be limited to, financial records, computer programs, employee lists, student/faculty lists and files, as well as employment/compensation records. A party ("Disclosing Party") providing the information shall inform the receiving party ("Nondisclosing Party") when such information is to be considered confidential ("Confidential Information").

b. During the term hereof, and for a period of two (2) years after termination hereof, the Nondisclosing Party shall not disclose any of such Confidential Information, in any manner, to any third-party or use such Confidential Information in any way to compete with or to act in any other way adverse to the Disclosing Party, except with prior written consent of the Disclosing Party. Provisions of this paragraph shall

not, however, apply to information which is or which becomes available to the general public through no act of the Nondisclosing Party.

6. Additional Provisions.

6.1 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

6.2 Notices. All notices to be given to the parties hereto shall be properly given if sent by first class mail addressed to the parties at their respective addresses as follows:

Client

Consultant

Spark Innovation, LLC
By: Diane Sweeney
65 S. Ulster Street
Denver, Colorado 80230

6.3 Severability of Provisions. If any of the provisions of this Agreement shall be or become invalid or illegal under any provision of applicable law, the remainder of the Agreement shall not be affected thereby.

6.4 Entire Agreement. This Agreement contains the entire understanding of the parties with regard to the subject matter hereof and no representations have been made or relied upon beyond the terms hereof. This Agreement may not be amended or modified except by a writing signed by each of the parties.

6.5 Arbitration. In the event of any dispute under this Agreement, the parties agree to submit the matter to arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be conducted in Denver, Colorado. Each party may be represented by legal counsel. The decision of the arbitrators shall be final and conclusive and the right to appeal is hereby waived. The parties agree that the award of the arbitrators may be enforced as a judgment in any court of competent jurisdiction.

6.6 Applicable Law. This Agreement is made and entered into, and shall be governed by and construed in accordance with, the laws of the State of Colorado and subject to the provisions of paragraph 6.5, hereof, each party hereto consents that the courts of the State of Colorado have exclusive jurisdiction over matters accruing under or related to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement on the above-written date.

CLIENT:

Gadsden SCHOOL BOARD

By: _____

CONSULTANT:

SPARK+INNOVATION, LLC

By: _____
Diane Sweeney

DIANE SWEENEY, LEAD CONSULTANT
65 S. ULSTER STREET
DENVER, CO 80230
303.332.6791 (PHONE)
302.380.1854 (FAX)
DIANE@SPARKINNOVATE.COM
WWW.SPARKINNOVATE.COM

Ann Steinhoff
Gadsden Independent School District
P.O. Drawer 70
Anthony, NM 88021

August 24, 2006

Dear Ann:

Spark+Innovation looks forward to working with the Gadsden Independent School District during the 2006-2007 school year. Spark+Innovation consults with school districts across the country, and is the sole organization providing this type of support on a national scale. We help schools and districts cultivate innovative communities where students and teachers learn at the highest levels. We accomplish this by:

- Providing training and support for school-based coaches, so they are prepared to support teacher and student learning
- Working alongside school and district leadership to provide structures and processes for high quality professional development
- Coaching teachers to implement effective instructional practices with students

Please contact me directly or visit www.sparkinnovate.com if you have any questions about our services.

Sincerely,

Diane Sweeney
Lead Consultant