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## **Contract for Consulting Services**

This Consulting Agreement (“Agreement”) is entered into by **Setser Group, LLC** (“Setser Group”) and Research Triangle High School, a North Carolina charter school (“**RTHS**”), and is effective as of **July 10, 2023**.

1. Setser Group agrees to perform the **Consulting Services** for **RTHS** set forth in the Statement of Work. Setser Group is in the business of providing **Consulting Services**, is fully able to perform the Services in accordance with the highest professional standards and will perform the Services on such schedule and in such form or manner as set forth in the Statement of Work.
2. In consideration of the services rendered by **Setser Group**, **RTHS** agrees to pay compensation in the amounts and on the schedules set forth in the Statement of Work. Setser Group will provide an invoice of services rendered, starting on the date listed in the Statement of Work.
3. **Setser Group** acknowledges that it is a contractor of **RTHS**, not an employee. **Setser Group** services will be used by **RTHS** on an as-needed basis, and **RTHS** has no continuing obligation to use its services. The **Setser Group** is performing the services as an independent contractor and not the agent or employee of **RTHS**. This Agreement does not imply any other relationship between **RTHS** and Setser Group. In all matters relating to this agreement each party hereto shall be solely responsible for the acts of its employees and agents, and employees or agents of one party shall not be considered employees or agents of the other party. Except as otherwise expressed provided in this Agreement, no party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party. Nothing in this Agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to herein. Setser Group and its employee/contractors shall perform all services under this Agreement. Under no circumstances shall Setser Group, or any of its employees, look to **RTHS** as his/her employer, or as a partner, agent or principal. Setser Group, and its employees/contractors, shall not be entitled to any compensation or benefits accorded to **RTHS**'s employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Setser Group shall be responsible for providing, at its expense, and in its name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the services under this Agreement. Nothing in this document or the service Setser Group will provide to **RTHS** shall be construed to give Setser Group or any of Setser Group's employees or agents any authority to (i) represent that such person is an employee of **RTHS**; (ii) bind **RTHS** with respect to contracts or representations or any other matters; or (iii) represent **RTHS** before any court or government or regulatory authority without the express written authorization of **RTHS**.
4. **Setser Group** agrees not to disclose information about any work it performs for **RTHS** to any third party unless authorized by **RTHS** to do so. **Setser Group** is permitted to acknowledge the existence and nature of the relationship with **RTHS**.
5. This Agreement may be terminated by either party upon 30 days prior written notice with or without cause, provided **Setser Group** shall be paid for actual hourly services rendered under this Agreement prior to the effective date of its cancellation.
6. The laws of North Carolina shall govern this Agreement. Exclusive venue for any dispute under this Agreement shall be in the courts where **RTHS** is located.

7. This Agreement and the Statement of Work constitute the entire agreement of the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written. This Agreement may be amended only by a writing signed by all of the parties.
8. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Execution and delivery of this Agreement by electronic signature shall have the same force and effect as execution and delivery by original signature.
9. No indebtedness of any kind incurred by Contemporary Science Center, INC., Inc. DBA Research Triangle High School, a North Carolina charter school, shall constitute an indebtedness of the State of North Carolina or its political subdivisions, and no indebtedness of the said charter school shall involve, or be secured by, the faith, credit or taxing power of the State of North Carolina or its political subdivisions.
10. **Assignment.** Neither party may assign, subcontract, or otherwise transfer any interest in this Agreement without the prior written approval of the other party.
11. **No Debarment.** Setser Group certifies that any person associated with the Setser Group/vendor (i.e. owner, partner, director, officer, principal investor, project director, manager, auditor, employee, consultant, or any other individual in a position of authority):
  - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
  - b. Does not have a proposed debarment pending;
  - c. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
  - d. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years as specified by Code of Federal Regulations 49 CFR paragraph 29.305(a).

**EFFECTIVE DATES:** July 10, 2023 – October 31, 2023

**STATEMENT OF WORK:**

This statement of work describes the services which Setser Group will provide to Research Triangle High School (RTHS) unless discontinued at the Board's request:

- Board advisory services that include responses to emails, text messages, scheduling, availability for phone calls, standing meetings, and follow-up to shared documents or other related technologies (Loom, Zoom, etc.)
- Support the delivery of the Culture Assessment Report Recommendations by providing 3-5 hours per week of execution support to the Leadership Team
- Strategic finance support that includes matching resources to school priorities for the 2023-2024 school year as approved by the Board
- Executive Coaching for the Interim Principal 3-5 hours per week (e.g. provide non-supervisory supports, coaching, mentoring, and feedback on key priorities at RTHS. These key priorities can include the instructional model, staffing, culture, community, and DEIB+) The executive coach will also workshop scenarios, review communications, or debrief challenging conversations and/or potential opportunities for impact for the new principal).
- Labor Arm for New Leadership Gaps and Transitions to include, but not limited to:
  - Board governance and training preparation, delivery, and supports (as requested)

- DEIB training coordination activities in partnership with 228 Accelerator or additional vendors approved by the Board
- Work with school Leadership team to refine back to school training agenda and ongoing professional learning community support during the school year
- Support the development of a school improvement team (SIT) that includes merging the summer Transition Teams into and integrated with the various existing teams within the 2023/2024 school year (e.g. PAC, PTSO, Student Council, Board committees, etc.)
- Help solve for the shifting and sharing of duties from Akiba's current workload to a full-time principal.
- Communications and Change Management Supports to include, but not limited to:
  - Friday Finale
  - Microsite
  - Strategic communications to the community
- Transition Team and Task Force Facilitation support of all meetings and communications until discontinued at Board's request

## **PROJECT FEES:**

Project fees are calculated based on the level of effort and expertise required for skillful execution of the approach described in this proposal. Changes to the scope may result in changes to the fee.

The Project Fee for the Statement of Work is \$40,000 and will be billed monthly at \$10,000 or parts therefore if the Agreement is terminated as set forth above.

Due to the dynamic nature of this project, each month will have a detailed hourly invoice process allowing us to track project hours and any additional time, materials, or travel as on budget and/or needs approval. Hours needed beyond the agreed-upon monthly amounts will be reviewed and communicated two weeks prior to the end-of-month billing for any adjustments. Biweekly hourly report to be shared with the Board with detailed invoicing. In no event shall the Setser Group will bill RTHS for any amounts above the Project Fee unless it was approved in writing by the Board prior to such work being done that would exceed the Project Fee.

\$300 Executive (Bryan Setser & Caroline Hill led meetings, leadership development sessions, or executive coaching)

\$200 Project Management (Caroline Hill when unrelated to Executive Coaching (i.e DEIB advisory on related artifacts, products, and/or strategies)

\$150 Project Support (Setser Group consultants who follow-up to complete tasks and/or special assignments (i.e. hiring process, budget strategy development, etc.)

\$50 Project Logistics (Setser Group consultants for scheduling, coordination, knowledge capture, logistics, etc.)

## **SIGNATURES:**

**Research Triangle High School**

By: \_\_\_\_\_

\_\_\_\_\_  
Date

**Setser Group**

By: \_\_\_\_\_  
**Bryan Setser, CEO**

\_\_\_\_\_  
**Date**