



**THRIVE**  
**AGREEMENT FOR CONSULTING SERVICES**

This Agreement for Consulting Services (“Agreement”) is entered into as of 12/11/23 (“Effective Date”) by and between Thrive Public Schools (“Thrive”) and Encore Jr./Sr. High School for the Performing and Visual Arts (“Encore” or “Client”), collectively the “Parties” and each a “Party”, with respect to the following recitals:

A. Thrive has developed expertise in professional development with a focus on supporting leaders and teams to design and implement innovation within the educational setting;

B. The Parties desire to enter into this Agreement for Thrive to provide consulting services to Client as set forth in this Agreement.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. **Consulting Services.** During the term of this Agreement and as requested by Client, Thrive shall provide consulting services to the Client as described in Exhibit A to this Agreement (“Services”). The Parties may agree to modify the Services at any time by amending Exhibit A in writing.

2. **Term and Termination.** This Agreement commences upon the Effective Date above and continues through 6/30/24. Either Party may terminate this Agreement with or without cause upon thirty (30) days' written notice. In the event of termination for any reason, Client shall pay to Thrive any unpaid portion of the Services performed by Thrive and Services-related expenses incurred by Thrive through the effective date of the termination.

3. **Compensation.** Client shall pay to Thrive a fee of \$42,730.00 as stated in the fee schedule attached hereto as Exhibit B, payable 30 days after timely completion. In the event that an expense is disputed, the Parties agree to meet and confer to resolve the dispute in accordance with Section 14 of this Agreement.

4. **Relationship of the Parties.** This Agreement shall not be interpreted or construed as creating or establishing an agency relationship, or establishing a partnership or joint venture, between the Parties. Neither Party nor its officers, directors, or employees shall be the agent, employee, or representative of the other Party, except as specially provided in this Agreement.

5. **Insurance.** Thrive shall not provide any insurance coverage to Client in relation to the Services under this Agreement, nor to Client’s directors, officers, employees, and agents, nor to any participants in any training program provided pursuant to this Agreement.

6. **Intellectual Property.** All Services and training provided under this Agreement and all materials, products, inventions, works, and deliverables developed or prepared by Thrive pursuant to this Agreement are and shall remain the exclusive property of Thrive.

7. **Confidentiality.** As a material term and condition of this Agreement, Client agrees at all times, both during and after Thrive’s Services, to hold in the strictest confidence, and not publish, or disclose to any other person, firm, business entity, organization, or any other party, without prior written authorization from Thrive, any Confidential Information. “Confidential Information” shall mean all information, data, or knowledge regarding Thrive, its operations, employees, members, contractors, or vendors, including, but not limited to, research and development, trade secrets, existing or proposed programs, purchases, sales, third party identifying information, financial and marketing information, employment records, business plans, fundraising strategies, or benefits information. Client agrees that

Thrive's Confidential Information may only be used during Thrive's Services and as directed by Thrive, and may not be used after Thrive's Services end, in whole or in part, in any form for any reason or purpose whatsoever.

8. **Indemnification.** Client agrees to defend, indemnify, and hold Thrive, its directors, officers, employees, and agents harmless against and from all costs, expenses, damages, injury, or loss (including reasonable attorneys' fees) of every kind or nature arising out of the performance of its obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of Thrive. The indemnity, defense and hold harmless obligations in this Section 8 shall survive the termination of this Agreement.

9. **Amendment.** This Agreement may not be modified in any manner other than by an agreement in writing signed by the Parties.

10. **Entire Agreement.** This Agreement, including all exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations, and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this Agreement.

11. **Assignment.** Neither Party shall have the right to assign this Agreement, or any rights or obligations hereunder, without the consent of the other Party.

12. **Severability.** The Parties agree that this Agreement is severable and that in the event any provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions will not be affected or impaired. Additionally, the Parties expressly grant to any jurisdictional entity interpreting this Agreement the power and authority to modify the terms of this Agreement to the extent necessary to allow enforcement of this Agreement to the fullest extent allowed by law.

13. **Governing Law.** The interpretation, validity, and enforcement of this Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflicts of laws principles. The Parties shall comply with all federal, state, and local laws whether or not said laws are expressly stated or referred to herein.

14. **Dispute Resolution.** If there is any dispute or controversy between the Parties arising out of or relating to this Agreement, the Parties agree to confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint will give written notice of the failure to resolve the dispute to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with each of the principal Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the dispute will be arbitrated in San Diego County, California, before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS. The arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to fully and finally resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable, as well as any dispute as to the arbitrability of any such claims. The arbitration proceedings and any arbitration award that results from those proceedings shall be confidential unless disclosure is otherwise required by law or judicial decision. Please note, by agreeing to this binding arbitration provision, the Parties waive certain

essential rights and protections that otherwise may have been available if the dispute were determined by a court of law in a proceeding governed by judicial procedures, including the right to a jury trial and to appeal. An arbitration award is final and subject to a limited right of appeal, and arbitration may not include procedures, such as discovery, typically available in a judicial proceeding.

**15. Attorneys' Fees.** In the event of any action or other proceeding to interpret or enforce this Agreement, or in connection with any provision of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and other costs reasonably incurred in such action or proceeding.

**16. Notices.** Any notice required or permitted under this Agreement shall be deemed given when actually delivered, including by electronic delivery, or when deposited in the mail, certified or registered, postage prepaid, addressed as follows:

To Thrive: Thrive Public Schools  
PO Box 7935  
San Diego, CA 92167  
w.frye@thrivesd.org

To Client: Encore Jr./Sr. High School for the  
Performing and Visual Arts  
Address: 16955 Lemon St.  
Hesperia, CA 92345-5139  
Contact: Sabrina Bow, Ed.D.  
Email: sbow@encorehighschool.com

**17. Authority.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this Agreement on behalf of their respective legal entities.

**18. Counterparts.** This Agreement may be executed in the original or in any number of electronic counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. A facsimile, scanned, .pdf, and/or electronic signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date stated above.

THRIVE PUBLIC SCHOOLS, a California nonprofit  
public benefit corporation

Encore Jr./Sr. High School for the Performing and  
Visual Arts

Signature:



Signature:

William Frye  
Director of Operations, Thrive Public Schools  
Date: 12/11/2023

Name:  
Role:  
Date:

**EXHIBIT A**  
**DESCRIPTION OF CONSULTING SERVICES**

Thrive will provide professional services to Encore leaders and teams to help create a more connected, effective, and dynamic organization. Thrive's consulting services pursuant to this Agreement include:

**Item 1: Context Building & Evidence Gathering**

Purpose: To gain evidence and develop context around the school's model for learning

Deliverable:

1. Presentation of Findings

**Item 2: Strengthening Frameworks for Success**

Purpose: To review existing frameworks and provide critical feedback to increase the efficacy of plans

Deliverables:

1. Master English Learner Plan review
2. LCAP review
3. Co-develop Master CTE Plan with school leadership and staff
4. 1 extended workshop for the leadership team

**Item 3: Building Capacity to Empower Leaders for Transformation**

Purpose: To coach and develop the capacity of Encore's site leaders so they can develop and support team members in moving toward a cohesive and aligned educational program

Deliverables:

1. Co-develop a year-long professional learning plan with school leadership
2. Co-develop data analysis framework and identify local success indicators with school leadership
3. 3 extended workshops for the leadership team
4. Once a month leadership check-ins and coaching
5. Participate in quarterly meetings with authorizing District

**EXHIBIT B  
FEE SCHEDULE**

Encore will pay Thrive:

\$42,730 for the completion of the project as scoped below.

**Item 1: \$15,296**

**Item 2: \$9,460**

**Item 3: \$17,974**

Other services and projects can be negotiated by mutual agreement of both parties.