



Turning
conflict
into connection

CONSULTING AGREEMENT

This Consulting Agreement, dated effective June 1, 2018 (this "Agreement"), is made and entered into by and among Urbana School District 116 (the "District") and Elaine Shpungin, Ph.D. d/b/a Conflict 180 (the "Consultant").

1. Consulting Services

- a. **Terms and Conditions.** Subject to the terms and conditions of this Agreement, the District has engaged Elaine Shpungin, Ph.D. d/b/a Conflict 180, which may include *Conflict 180* staff, interns, partners, and students (the "Team"), to provide the services set out in Exhibit A, attached to this Agreement, and made a part hereof (hereafter referred to as the "Services") during the Term of this Agreement at such times and places as mutually agreed upon by the District and Consultant and set forth in Exhibit A. Exhibit A may be amended from time to time by written agreement of the Parties.
- b. **Provision of Information.** It is understood that the purpose of the Consulting Agreement is for Consultant to provide the District access to training, coaching, materials, and advice relevant to certain District matters, and that neither Consultant nor the District will benefit if Consultant provides inaccurate advice or commentary based on insufficient information. To that end, the District shall provide Consultant, upon request, with accurate, timely, unbiased and sufficient information relevant to the Services and any other information that Consultant reasonably deems necessary to providing the Services. The District's failure to provide Consultant with the information necessary to perform the agreed upon Services will be considered a breach of the Agreement.
- c. **Notices.** All legal notices shall be in writing and shall be delivered personally, by United States certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service. Any notice must be delivered to the parties at their respective addresses set forth below their signatures or to such other address as shall be specified in writing by either party according to the requirements of this section. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally; on written verification of receipt if delivered by overnight delivery; or the date set forth on the return receipt if sent by certified or registered mail.

2. Compensation and Reimbursement

- a. **Compensation.** The District shall pay to Consultant \$30,000.00 for the Services rendered under this Agreement. The fee shall be paid in two equal installments: the first installment of \$15,000 shall be paid by November 15, 2018 and the second installment of \$15,000 shall be paid by February 15, 2019.
- b. **Subcontracting.** Consultant shall not have the right to assign or subcontract any of its obligations or duties under this Agreement without the prior written consent of the District, which consent shall not be unreasonably withheld or delayed.

3. Independent Contractor Status

- a. **Relationship.** The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. Consultant acknowledges and agrees that the District will not provide Consultant with any employee benefits, including without limitation any social security, unemployment, medical, or pension payments, and that income tax withholding is Consultant's responsibility. Except as otherwise provided herein, the parties acknowledge that neither party has, nor shall be deemed to have, the right, authority, or power to bind the other party, or 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.
- b. **Obligations.** It is expressly understood that Consultant and the Team have no fiduciary obligation to the District, but instead a contractual obligation described by the terms of this Agreement; that Consultant's and the Team's roles are to provide independent training, coaching, and advice uninfluenced by commercial concerns; and that service as a Consultant does not require Consultant or Team to be advocates for the District in any forum, public or private. The District expressly agrees that under no circumstances will these roles be compromised or inaccurately represented. Further, Consultant and the Team are not authorized to speak for, represent, or obligate the District in any manner without the prior express written authorization from an officer of the District.

4. Indemnification and Liability

- a. **Indemnification.** The District agrees to indemnify Consultant for any and all claims alleged or filed against either the District or Consultant arising from or relating to the Services provided herein.
- b. **Liability.** In all circumstances, Consultant's maximum liability to the District for any and all causes of actions or claims arising out of and/or related to the Services performed hereunder, and the District's maximum remedy, regardless of the form of action, shall be limited to Consultant's net profit under this Agreement.

- c. **Insurance.** Each party agrees to maintain insurance in commercially reasonable amounts calculated to protect itself and the other party to this agreement from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this Agreement.

5. Intellectual Property

- a. **Training and Materials.** The District understands and acknowledges that Consultant may be providing the District with access to original, proprietary, and valuable presentations, training materials, products, evaluation reports, and/or materials, including but not limited to PowerPoint slides, handouts, Conflict Cards, Post Incident Worksheets, and/or Circle Tracking Sheets (hereinafter "Materials") created by Consultant. These Materials, to the best of the Consultant's knowledge, are original and do not infringe upon the intellectual property rights of others. Any such Materials, whether created before or during the Term of this Agreement, shall remain the property of Consultant. The District agrees that it will not distribute, disclose, or otherwise share these Materials with any third party without explicit written consent from Consultant either during or after the Term of this Agreement.
- b. **Modifications and Improvements to Existing Materials.** Consultant understands and acknowledges that the District may be providing Consultant with access to proprietary products, materials, and technology the District has created or obtained through other contracts (e.g., related to PBIS, Second Step, Racial Equity, Classroom Management, etc.). If, in the course of providing the Services, Consultant modifies, improves, or otherwise enhances or revises these District materials, products, and technologies, the District agrees that the modified and/or improved products, materials, and technologies will remain the property of Consultant. The District will have unlimited and cost-free use of the improved or modified products, materials, and technologies within the purview of the District. The District further agrees that it will not distribute, disclose, or otherwise share these modified and/or improved products with any third party without explicit written consent from Consultant either during or after the Term of this Agreement.

6. Confidentiality

- a. **Definition of Confidential Information.** "Confidential Information" refers to information not generally available to the public, including, but not limited to, private mental and physical health data, identity of students or staff receiving specific disciplinary actions, and/or identity of students and families involved in the child protective system, with the exception of cases where such Confidential Information has been made publicly available (e.g., via news sources, District website, PTSA or School Board meetings, etc.).
- b. **Access to Confidential Information.** In order for Consultant and Team to perform the Services, it may be necessary for the District to provide Consultant and Team with Confidential Information as defined in this Agreement. In performing Services under this Agreement, Consultant may also be exposed to, and required to use, certain Confidential Information of the District. The District will rely heavily upon Consultant's integrity and prudent judgment to use this

information only in the best interests of the District. The Consultant agrees that Consultant and Team will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than the District, or disclose such Confidential Information without the explicit written authorization of the District, either during or after the Term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

- c. **Sharing this Agreement.** The District agrees that Consultant may share the terms of this Agreement on a confidential basis with the Team, legal and financial advisors, insurers and other third parties who have a legitimate need to know about them, and that Consultant may disclose the existence and general nature of her consulting arrangement with collaborators, as well as publishers and audience members at conferences at which Consultant is speaking or presenting, whenever such disclosures are legally or ethically required or appropriate.

7. **Publication, Conferences and Marketing**

- a. **Publication and Conferences.** The District and Consultant agree that the District, Consultant, and Team shall be free to publish within the scope of their professional fields with respect to the Services rendered under this Agreement, provided that they do not reveal Confidential Information. The District and Consultant also agree that the District, Consultant and Team may discuss the Services and relevant non- confidential information about the Services and the District at conferences, with colleagues, and with other constituents (e.g., staff, interns, students), as they deem appropriate, as long as they do not reveal Confidential Information in those discussions.
- b. **Marketing.** The District and Consultant agree that the District and Consultant and Team shall be free to utilize information pertaining to the Services rendered under this Agreement and/or outcomes achieved for marketing, promotion, and advertising purposes, provided that the District and Consultant and Team do not reveal Confidential Information. Should Consultant wish to use quotes or testimonials from individuals involved in the Services rendered for marketing purposes, Consultant shall obtain explicit written authorization from the District and the named individual before doing so.

8. **Terms**

- a. **Duration.** The Term of this Agreement applies to transactions between the parties on or after June 1, 2018 and shall continue in full force and effect until May 31, 2019, unless sooner terminated as hereinafter provided. The District and Consultant may also negotiate to extend the Term of this Agreement via written Amendment hereof.
- b. **Termination.** If either party breaches any provision of this Agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this Agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt. In the event that Consultant terminates the Agreement as a result of breach by

the District, Consultant shall retain the entire \$30,000 payment. In the event of termination by the District as a result of breach by Consultant, Consultant shall be obligated to repay the District the \$30,000 payment. Further, either party may terminate the Agreement for any reason whatsoever other than breach with thirty (30) days advance written notice, provided that: i) if the District terminates for any reason other than breach, it forfeits its right to any reimbursement of the \$30,000 payment; and ii) if Consultant terminates for any reason other than breach, she shall be required to refund the District a *pro rata* portion of the \$30,000 payment based on the percentage of the work completed at the time of termination.

- c. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and agreements. No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by both parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.
- d. **Severability.** If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
- e. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.
- f. **Survival.** All provisions that logically ought to survive termination of this Agreement shall survive.
- g. **Waiver of Breach.** Failure of either party to insist on strict compliance with any of the terms, covenants, and conditions of this Agreement shall not be deemed a waiver of such terms, covenants, and conditions, or of any similar right or power hereunder at any subsequent time. A waiver of any right or obligation under this Agreement must be in writing to be effective.
- h. **Conflicts.** Consultant and the District mutually represent that to the best of their knowledge neither currently has any agreement with, or any other obligation to, any third party that conflicts with the terms of this Agreement. The parties agree that they shall not intentionally and knowingly enter into any such agreement.
- i. **Governing Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its choice of law provisions.
- j. **Counterparts.** This Agreement may be executed in counterparts and will be as fully binding as if signed in one entire document.

9. Dispute Resolution

If there is any dispute or controversy between the parties arising out of or relating to this Agreement, which the parties cannot resolve informally among themselves, the parties agree that prior to filing any legal action in a court of law, they will attempt to mediate a resolution via retention of a mutually agreed upon neutral third party whose fee for mediation services shall be split evenly between the parties.

In the event it becomes necessary for either party to bring legal action or other proceeding to enforce any terms, covenants or conditions of this Agreement, the prevailing party in any such dispute shall be entitled to recover all costs and expenses (including but not limited to expert witness fees and attorneys' fees) incurred in resolving such dispute from the non-prevailing party.

10. WARRANTIES

Except as expressly stated in this Agreement, Consultant makes no warranties whatsoever. Consultant expressly disclaims and negates any other warranties of any kind, either implied or express, including but not limited to warranties of merchantability, warranties of services, warranties of fitness for a particular purpose, and/or warranties of conformity to any methods or practices. The District expressly acknowledges that Consultant cannot promise any specific outcomes will result from the Services rendered under this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

Ernie Lopez
[Consultant's Signature]

10-18-2018
[Date]

USD 116

D.J. O...

Representative Signature

Title: *SUPERINTENDENT*

Date: *11/30/2018*

EXHIBIT A: DESCRIPTION OF CONSULTING SERVICES



DESCRIPTION OF CONSULTING SERVICES

BACKGROUND

USD 116 is in its fourth year of a long-term collaboration with Conflict 180 LLC to support a gradual Restorative Shift Initiative within the district. The Conflict 180 team is led by Elaine Shpungin, Ph.D. (founder and director) and includes Mikhail Lyubansky, Ph.D. of the University of Illinois, Urbana-Champaign (UIUC) and, at times, advanced UIUC students who are part of the Conflict 180 Lab.

In the third year of the restorative initiative (2017-18), the district re-organized the discipline and support system at the secondary level (Urbana Middle School and Urbana High School), with the goal of "having more racially equitable and restorative" practices and outcomes in the two schools. The new system (MTSS) is in the process of being implemented at the secondary level right now. For the 2018-18 year, Conflict 180 will be formally introducing restorative practices and Restorative Circles to Wiley Elementary and Yanke Ridge Elementary. Conflict 180 will also work to introduce restorative practices at Dr. Williams.

JOINT ACCOUNTABILITIES

As in the past, this phase of the Restorative Shift will require a continued commitment from leadership and staff to explore new practices, and sometimes, radically examine comfortable and well-established beliefs and methods.

For our part, the Conflict 180 team will continue our commitment to delivering services with the highest integrity and trustworthiness (e.g., aspiring to live the Restorative values we share). We also commit to providing access to original and valuable materials and workshops; engaging the voices of leadership, staff, and students in order to improve buy-in and ownership of the Restorative Shift; and providing sound recommendations based on our assessments, observations, discussions, review of documents, input from stakeholders, knowledge of best practices, and experience.

OBJECTIVES

The objectives of this collaborative initiative include, but are not limited to:

Improving, over time:

- **classroom and school climate**
- **staff responses** to challenging situations
- **effectiveness of circle keepers** in navigating conflicts (at Wiley and Yankee Ridge)
- **understanding and ownership of restorative practices** by all school members
- **effectiveness of discipline and incentive systems**
- **mutual learning and self-responsibility** following acts of harm
- **building a restorative system** (clear pathways for how students, staff and, eventually, parents can address conflict more restoratively and build community)

Reducing, over time:

- **out of class and out of school time** for students and staff
- **racial discipline gap** (disproportionality) for students of color
- **repeated unwanted behaviors** by the same people
- **number of larger, more serious conflicts** (e.g., physical fights)

PROPOSED SERVICES/ACTIVITIES 2018-19

Assistance in achieving the objectives for the current academic year include, but are not limited to, the following activities:

- Observations and school visits at all three elementary schools (as requested)
- Consultations about specific conflicts, circles, classrooms (as requested)
- Bi-Monthly PD with teachers at Wiley Elementary
- Bi-Monthly attendance of PBIS meetings and climate and culture meetings (at Yankee Ridge and Dr. Williams)
- Quarterly PD with teachers at Dr. Williams
- Consultation on "Conscious Discipline" PD with Yankee Ridge
- 20-hour Circle Keeper training offered to all district staff
- Coaching for participants of 20-hour Circle Keeper training (as requested, post training)
- Access to Evaluation Materials and Data Analysis (Brief School Climate survey, Restorative Practices survey, Circle Fidelity and Satisfaction cards)
- Weekly Subscription to Conflict 180 Restorative News and Tips for all staff (supplements and supports monthly PDs and check-ins)
- Original Conflict 180 Materials, including updated worksheets, handouts, graphics, PowerPoint slides, etc.

MEASURES OF SUCCESS

Long term progress towards the objectives will be measured through:

- **Observations** and anecdotal reports about increased use of restorative practices and conflict tools - shared by faculty, staff, and students (e.g., students reporting that they are spontaneously talking things out; faculty sharing ways they are applying restorative practices in a family meeting)
- **Changes in textual language** (e.g., used on disciplinary forms and materials, handbook, posters, referral forms, etc.)
- **Increased number of circles led by faculty, staff and students**, including community building circles, ice breakers, and problem-solving circles
- **Increased understanding of restorative practices** and alternative ways of addressing conflict by faculty, staff, students and families (over time)
- **Reduced numbers of referrals and disciplinary actions for staff involved in training** (over time)
- **Reduced numbers of repeated fights and serious disruptive conflicts, after participation in “conflict circles”** (over time)
- **Improvements in self-reported school climate** by staff and students
- **Increases in participation** by families, students, and staff in restorative ways of addressing conflict (e.g., classroom problem-solving circles, conflict circles, restorative conversations, restorative parent-teacher meetings)

INVOICE



**Turning
conflict
into connection**

No.	: 101818-105	Invoice Date	: 10/18/2018
Dates of Services	: 06/2018-05/2019	Due Date	: 11/15/2018, 03/15/2018
Consultant(s)	: Conflict 180 LLC	Project	: Restorative Practices Initiative


Client:	Urbana School District 116	Attn:	Dr. Donald Owen
	205 N. Race Street	Phone:	(217) 384-3636
	Urbana, IL 61801	Email:	dowen@usd116.org

Description of Services	Amount
Restorative Practices Initiative for Urbana School District 116 Elementary Schools: Wiley, Yankee Ridge, and Dr. Williams.	\$30,000

Payment to:

Elaine Shpungin, Ph.D.
Conflict 180 LLC
2104 Cureton Drive
Urbana, IL 61801

Signature of Consultant



Elaine Shpungin, Ph.D., d/b/a Conflict 180 LLC

