

AGREEMENT

Consultant: Krenek Consulting, LLC

Address: 15402 Gettysburg Drive

Tomball, Texas 77377

City/State/Zip

Client: Campbell County School District #1

Address: 1000 West Eighth Street

P. O Box 3033

Gillette, Wyoming 82717-3033

City/State/Zip

1. Retention and Description of Services. During the term of this Agreement, the Consultant will furnish consulting services and advice as specifically requested by the Client. The Consultant will conduct an Organizational Assessment ("OA") the week of _____, 2012. This work will assess the district's performance from a systems perspective focusing on the seven core components of an effective system.
2. Compensation and Terms of Agreement. Client will pay a consulting fee of \$30,000 for work performed by Consultant under this Agreement. Client will pay \$7,500 at the signing of this agreement, and the balance (\$22,500) will on the completion of the project. The Client will send the initial payment and the signed agreement via FedEx Priority Overnight using the Consultant's FedEx number (4352-0770-7). The final payment will be given to the consultant the last day of the OA.
3. Place of Work. It is understood that Consultant's services will be rendered largely at Client's facilities but that Consultant will, as necessary, work at Consultant's place of business or such other places as agreed upon by the Client and Consultant.
4. Consulting Hours. In the performance of the services, the hours Consultant is to work on any given day will be entirely within Consultant's control and Client will rely upon Consultant to put in such number of hours as may be reasonably necessary to fulfill the spirit and purpose of this Agreement.
5. Consultant an Independent Contractor. Consultant will furnish Consultant's services as an independent contractor and not as an employee of Client. Consultant has no power or authority to act for, represent, or bind Client in any manner.
6. Consultant Not to Engage in Conflicting Activities. During the time of this Agreement, Consultant will not enter into any activity, employment, or business arrangement which conflicts with Client's interests or Consultant's obligations under this Agreement.
7. Trade Secrets and Inventions. Consultant will treat as proprietary any information belonging to Client or any third parties, disclosed to Consultant in the course of Consultant's services. Consultant assigns and agrees to assign to Client or its nominee all rights in inventions or other proprietary information conceived by Consultant during the term of this Agreement with respect to any work which Consultant performs under this Agreement.

8. Termination of Agreement by Notice. Either party may terminate this Agreement upon 30 days' notice by registered or certified mail, return receipt requested, addressed to the other party. If this Agreement is terminated by either party, Client shall only be liable for payment of consulting fees earned as a result of work actually performed prior to the effective date of the termination.
9. Jurisdiction. The parties agree that in the event judicial action is necessary to enforce or otherwise interpret the terms of this agreement, the parties stipulate to the jurisdiction of the Sixth Judicial District in and for Campbell County, Wyoming.
10. Attorney Fees. In the event either party files suit to enforce this agreement, it is hereby agreed that the successful party under such suit shall collect from the other party all costs, expenses, and reasonable attorney's fees incurred in such suit.

Krenek Consulting, LLC and Campbell County School District #1, mutually agree to the Scope of Work outlined in the proposal. This Agreement is entered into this _____ day of January, 2012.

Consultant: Krenek Consulting, LLC

Client: Campbell County School District #1

Name: _____

Name: _____

Date: _____

Date: _____