

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") dated on this 6th day of September, 2024 BETWEEN:

Livingston Public Schools of 11 Foxcroft Drive, Livingston, NJ, 07039

(the "Client")

-AND-

US² Consulting of 21975 Leyte, Farmington Hills, MI, 48336

(the "Contractor")

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SECTION I:

Services Provided

- 1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") as outlined in the attached Statement of Work.

Term of Agreement

- 2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services (and not to extend past June 30, 2025), subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

Termination of Agreement

- 3. Either party may terminate this agreement by providing thirty (30) days written notice to the other party.
- 4. If this Agreement is terminated before the expiration of its natural term, Client hereby agrees to pay for all Services rendered up to the date of termination, and for any and all expenditures due for payment after the date of termination for commitments reasonably made and incurred by Contractor related to the rendering of Services prior to the date of termination.
- 5. Any termination under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Performance

- 6. The Parties agree to do everything necessary to ensure that the Terms of this Agreement take effect.

Currency

7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

8. For the Services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor not to exceed \$109,000. The Client is responsible to make payments for services rendered. The payment schedule below will be in effect under the understanding of a contract start date no later than September 30, 2024. The Contractor will bill for services according to the Statement of Work and will submit an invoice with corresponding purchase order for each payment.
 - a. Before September 30, 2024: \$27,250
 - b. November 30, 2024: \$27,250
 - c. January 30, 2025: \$27,250
 - d. March 30, 2025: \$27,250
9. Payments are expected within 30 days of Client's receipt of a valid invoice and purchase order. The Contractor reserves the right to pause services/deliverables if payments are not made within 45 days of Client's receipt of a valid invoice and purchase order.
10. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law.

Reimbursement of Expenses

11. The work herein, is quoted as a hybrid of both virtual and in-person. All in-person events will occur within a three-day window and no more than three in-person trips are accounted for within this contract. If additional travel is requested, and agreed upon by all parties, there may be flexibility to conduct more in-person sessions. The Contractor will be reimbursed for travel expenses (inclusive of mileage/airfare, hotel/accommodations, and other travel related costs) incurred by the Contractor in conjunction with providing the Services of this Agreement.

SECTION II:

Additional Resources

1. The Client agrees to provide, for the use of the Contractor in providing the Services, the following resources:
 - a. The Client will communicate with constituents and provide input to the Contractor throughout the process.

Confidentiality

2. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client and the business of the Contractor which would reasonably be considered to be proprietary to either party including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and/or Consultant and where the release of that Confidential Information could reasonably be expected to cause harm to the parties involved.
3. Both the Contractor and the Client agrees that it will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the party has obtained, except as authorized by the disclosing party. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.
4. All written and oral information and materials disclosed or provided by the Client or Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the receiving party.

5. Any confidential information exchanged will be handled with reasonable care and distributed to constituents on a need-to-know basis.

Non-Competition

6. Other than with the express written consent of the Contractor, which will not be unreasonably withheld, the Client will not divert or attempt to divert from the Contractor any business the Contractor has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to the expiration or termination of this Agreement. In addition, the Client will not use any materials or intellectual property to create or work for a business that is in direct competition of the Contractor. This obligation will survive the expiration or termination of this Agreement and will continue for five (5) years from the date of such expiration or termination.

Non-Solicitation

7. The Contractor understands and agrees that any attempt on the part of the Contractor to induce other employees or contractors to leave the Client's employ, or any effort by the Contractor to interfere with the Client's relationship with its employees or other service providers would be harmful and damaging to the Client.
8. During the Term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement, the Contractor will not in any way directly or indirectly:
 - a. Induce or attempt to induce any employee or other service provider of the Client to quit employment or retainer with the Client;
 - b. Otherwise interfere with or disrupt the Client's relationship with its employees or other service providers;
 - c. Discuss employment opportunities or provide information about competitive employment to any of the Client's employees or other service providers; or
 - d. Solicit, entice, or hire away any employee or other service provider of the Client.

Ownership of Materials and Intellectual Property

9. All findings and related materials (the "Materials") including any related work in progress that is developed or produced under this Agreement, will be the property of the Client. The use of the Materials by the Client will not be restricted in any manner.
10. The Contractor may not use the Materials for any purpose other than that contracted for in this Agreement except with the written consent of the Client.
11. All Intellectual Property belonging to the Contractor will remain the property of the Contractor.

Return of Property

12. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

13. In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

14. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
- US² Consulting of 21975 Leyte, Farmington Hills, MI, 48336
 - Livingston Public Schools of 11 Foxcroft Drive, Livingston, NJ, 07039
 - Or to such other address as any Party may from time to time notify the other.

Indemnification

15. Each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors, and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

16. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

17. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

18. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

19. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

Severability

20. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 6th day of September, 2024.

Livingston Public Schools

Signed: Daniel Fsilbein

Name: Daniel Fis

Title: Superinter

Date: 9/11/2024

US² Consulting

Signed: Megan Fuciarelli

Name: Megan Fuciarelli

Title: Founder & CEO

Date: 9/11/2024

STATEMENT OF WORK #1

THIS STATEMENT OF WORK (the “SOW”) dated on this 6th day of September, 2024 BETWEEN:

Livingston Public Schools of 11 Foxcroft Drive, Livingston, NJ, 07039

(the “Client”)

-AND-

US² Consulting of 21975 Leyte, Farmington Hills, MI, 48336

(the “Contractor”)

Program: Equity Audit Response Committee & Equity Coaches/Restorative Practices Support

Purpose: Guide Livingston Public Schools through next steps regarding the Equity Audit recently conducted; Provide customized training and professional development that will enhance the efficacy of Livingston Public Schools in becoming a more equitable and inclusive school district.

<p>Date TBD</p> <p>Six (6) Hours within Three (3) Sessions</p> <p>Up to 12 Participants</p>	<p>Equity Audit Response Committee: In response to the recent Equity Audit that was conducted during the 2023/2024 school year, a committee will be formed to define and address next steps. As part of this work, the Contractor will help the Client with communication strategy, selecting committee members, and crafting the agenda for each of the three (3) meetings with the intended focus listed below:</p> <ol style="list-style-type: none">1. Initial review of the Equity Audit Findings and Identifying top priorities (to occur as soon as possible)2. Review of progress of the Findings from the first meeting and sharing plan for duration of the 2024/2025 school year (early 2025)3. Review of progress for 2024/2025 school year and proposed next steps for 2025/2026 school year (April/May 2025)
<p>2024/2025 School Year</p> <p>Two (2) Hours/Session</p> <p>Ten (10) Sessions (Up to three conducted in-person)</p> <p>Up to 35 Participants</p>	<p>Large Group Coaching: Monthly sessions with Equity Coaches, Anti-Bullying Specialists, and Administrators to address the needs identified by the Equity Audit Response Committee (above). Within these sessions, guided activities will be facilitated as well as homework provided. Full scope of topics and activities will be determined in conjunction with the Client and Contractor after Equity Audit Response Committee discussions. Activities to be conducted at the individual schools will be provided as well as additional insight to expand upon within individual coaching sessions (below).</p>
<p>2024/2025 School Year</p> <p>One (1) Hour/Session</p> <p>Six (6) Sessions/Group (Up to three conducted in-person)</p> <p>Up to 5 Participants/Group (school/district)</p>	<p>Individual Coaching: Working in school-based teams, all nine schools in addition to a small group of district office leaders will work with the Consultant to discuss homework from the group coaching sessions (above) and address any school-specific needs that arise.</p> <p>Nine Buildings and One District Group for a total of ten (10) groups to receive individual/small group coaching.</p>

Facility:

Livingston Public Schools will arrange for all accommodations and facilities needed during meetings and coaching sessions and coordinate and provide interpreters, if necessary. The Client is also responsible for all copies requested of materials prepared by the Contractor.

If the foregoing correctly sets forth your understanding of our agreement and is acceptable to you, please sign and date this agreement in the space printed below, return, and make a copy for your files. We will then send an invoice for processing.

Livingston Public Schools

Signed: _____

Daniel Fis

Name: _____

Daniel Fis

Title: _____

Superinter

Date: _____

9/11/2024

US² Consulting

Signed: _____

Megan Fuciarelli

Name: Megan Fuciarelli

Title: Founder & CEO

Date: _____

9/11/2024



Livingston Board of Education

11 Foxcroft Drive Livingston, NJ 07039
TEL: (973) 535-8000 * FAX: (844) 833-6208

This number must appear
on all packages, invoices
and correspondence.

THIS SCHOOL DISTRICT IS EXEMPT FROM ALL FEDERAL, STATE AND
MUNICIPAL TAXES - FEDERAL TAX ID#22-6002041

Purchase Order
25-001987

Ship To:

Livingston Board of Education
11 Foxcroft Avenue
Livingston, NJ 07039

Attn:

US 2, Inc.
21975 Leyte Street
Farmington Hills, MI 48336

(BOE Approved 10/29/2024) R-25-002264

Date of Order	Vendor #	Description	SC <input type="checkbox"/>	Coop <input type="checkbox"/>	BID <input type="checkbox"/>	QUOTE <input type="checkbox"/>
1/9/2025	14118	equity purchase services				

QUANTITY	UNIT	ITEM & DESCRIPTION	UNIT COST	TOTAL COST
1	Each	professional education services November 30, 2024 \$27,500.00 January 30, 2025 \$27,500.00 March 30, 2025 \$27,500.00 Travel \$956.75 Shipping Costs: None Account 11-000-223-320-4151-12 Purch Prof-Educ Service 83,456.75	83,456.75	83,456.75

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

SPECIAL INSTRUCTIONS:

TOTAL THIS ORDER

83,456.75

LIVINGSTON BOARD OF EDUCATION

Board Secretary Signature

NOT A VALID PURCHASE ORDER UNTIL SIGNED BY THE
LIVINGSTON SCHOOL DISTRICT BUSINESS ADMINISTRATOR.

VERBAL ORDERS WILL NOT BE BINDING UNLESS CONFIRMED BY SIGNED ORDER
ON THIS FORM.

US2 Consulting
21975 Leyte St
Farmington Hills, MI 48336 US
billing@us2consulting.com
https://us2consulting.com



INVOICE

BILL TO
Livingston Public Schools
11 Foxcroft Drive
Livingston, NJ 07039

INVOICE # 03202340
DATE 10/16/2024
DUE DATE 11/15/2024
TERMS Net 30

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Travel	Airfare	1	522.23	522.23
	Travel	Baggage Fee	1	40.00	40.00
	Travel	Hotel	1	200.59	200.59
	Travel	Car Rental	1	84.21	84.21
	Mileage	Billable Mileage (see report summary)	1	22.74	22.74
	Late fee	10% - Applied on Dec 30, 2024			86.98

ACH Form Attached for payment.
Support documents are attached.

BALANCE DUE

\$956.75

US2 Consulting
21975 Leyte St
Farmington Hills, MI 48336 US
billing@us2consulting.com
<https://us2consulting.com>



INVOICE

BILL TO
Livingston Public Schools
11 Foxcroft Drive
Livingston, NJ 07039

INVOICE # 03202344
DATE 11/30/2024
DUE DATE 12/30/2024
TERMS Net 30

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Service - Education	2nd Payment	1	27,250.00

ACH Form Attached

BALANCE DUE

\$27,250.00

US2 Consulting
21975 Leyte St
Farmington Hills, MI 48336 US
billing@us2consulting.com
https://us2consulting.com



INVOICE

BILL TO
Livingston Public Schools
11 Foxcroft Drive
Livingston, NJ 07039

INVOICE # 03202345
DATE 01/01/2025
DUE DATE 01/31/2025
TERMS Net 30

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Service - Education	3rd Payment	1	27,250.00

ACH Form Attached

BALANCE DUE

\$27,250.00