



## DENVER PUBLIC SCHOOLS

### SEARCH FIRM AND ENGAGEMENT AGREEMENT

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This SEARCH FIRM AND ENGAGEMENT AGREEMENT (“Agreement”) is effective as of the date by which both Parties have signed (“Effective Date”), and is between School District No. 1 in the City and County of Denver and State of Colorado (the “District”) and Alma Advisory (“Contractor”) (each a “Party” and collectively “Parties”).

In consideration of the mutual promises of this Agreement, the Parties agree as follows:

#### BACKGROUND

1. The District has the statutory authority to contract with persons, firms, consultants and/or entities for the provision of services to the District.
2. The District has determined that a need exists to retain an independent contractor to support the Board of Education with its search for Superintendent candidates and in engaging the district’s internal and external community in the process of selecting a new Superintendent. The services provided by Contractor to the District are described more fully in Schedule A-1 (the “Services”). Contractor and the District must adhere to all payment terms and conditions specified in Schedule A-1. The District has no obligation to make any payments to Contractor if Contractor performs any Services prior to the execution of this Agreement.

#### CONTRACTOR’S OBLIGATIONS

1. **Search Firm Services and Community Engagement.** The Contractor agrees to provide the Services as provided in Schedule A-1.
2. **Labor and Materials.** Unless otherwise provided in Schedule A-1, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Services.
3. **Compliance with Law/District Policies.** Contractor will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of the Services including, without limitation, federal and state laws governing civil rights/employment discrimination, equal employment, verifiable security background checks, employees’ citizenship, reports, record keeping, and campaign contributions and political finance.
4. **Conflict of Interest.** Contractor cannot be related to any District employee if such a relationship would create a material financial interest or result in the violation of DPS Board Policy GBEA by either Contractor or the District employee. Contractor agrees to abide by the Code of Conduct and Conflict of Interest Certification as shown in Schedule B.

#### INSURANCE AND INDEMNITY

1. **Indemnification.** Contractor agrees to indemnify, defend and hold the District harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the District or its employees, officers, representatives, or agents, which arises directly or indirectly from any act or omission of Contractor, including but not limited to any misconduct or neglect by Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, Contractor will defend the District from any claim and will indemnify the District against any liability for any salary or benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the District; and Contractor will reimburse the District for any award, judgment or fine against the and all attorneys’ fees and

costs the District reasonably incurs defending itself against any such liability. The obligations created under this Article will survive the expiration or termination of this Agreement.

## DEFAULT AND REMEDIES

1. **Right to Injunction.** Contractor agrees that, if Contractor violates any representation, warranty or certification of this Agreement, it would be difficult to determine the damages the District would suffer including, but not limited to, losses attributable to the disclosure, theft and/or misuse of Confidential Information. Accordingly, Contractor agrees that if Contractor violates any representation, warranty or certification of this Agreement, the District will be entitled to an Order for injunctive relief and/or for specific performance, or their equivalent, from a court, including requirements that Contractor take action or refrain from action to preserve the secrecy of Confidential Information. To protect the District from additional damages, Contractor agrees the District does not need to post a bond to obtain an injunction and waives Contractor's right to require such a bond.
2. **Dispute Resolution.** The District and Contractor shall endeavor to resolve claims, disputes and other matters in question between them first by good faith discussions amongst the senior executives of each party. The Parties shall mutually agree as to the process by which these discussions shall occur. If the Parties are not able to resolve the dispute through good faith discussions then the Parties shall endeavor to resolve the dispute through mediation, upon mutual agreement of the Parties. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution. The Parties shall share the mediator's fee and any filing fees jointly. The mediation shall be held in Denver, Colorado. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
3. **Notices, Process.** Any notice this Agreement requires must be in writing and will be effective only if hand-delivered or sent by certified U.S. mail, return receipt requested, to the Party entitled to receive the notice at Contractor's address provided in this Agreement, while the District's notice address is as follows: Denver Public Schools, Director of Strategic Sourcing, 780 Grant Street, Denver, Colorado 80203; or at such other address that either Party may provide later to the other Party. Each Party agrees to waive service of process in any action brought to enforce or to interpret this Agreement and the Parties further agree that service of the complaint and any other pleading, discovery, order or document in any such action that would otherwise have to be served by personal service will be deemed served three (3) calendar days after being sent to the other Party and that Party's attorney as provided above.
4. **Force Majeure.** Neither the Contractor nor the District shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the District and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes; illegality, or unusually severe weather.

## TERM AND TERMINATION

1. **Term.** This Agreement, unless terminated earlier as provided herein, shall commence as of the Effective Date and shall terminate on the date in which a new Superintendent is appointed by the Board of Education. Contractor agrees and acknowledges that the District has no obligation to extend this Term, or contract for the provision of any future services, and makes no warranties or representations otherwise.
2. **Termination for Convenience.** The District may, at any time, terminate this Agreement for the District's convenience and without cause, upon sending a thirty (30) calendar days written notification containing the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated, to the Contractor. The Contractor shall be entitled to receive payment for the Services performed by the Contractor prior to termination. Contractor shall be entitled to no further compensation of any type from the District.
3. **Termination for Cause.** The District may terminate this Agreement immediately without prior notice if any of the following occurs:
  - A. If Contractor fails to perform the Services in a manner satisfactory to the District as per specifications;
  - B. If Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing the Services to the District;

- C. If any contract by the District with any third party on which this Agreement substantially depends is terminated or the District is unable for any other reason to provide services to the party/parties to that contract;
  - D. If any circumstance beyond the District's control, including, but not limited to, financial constraints imposed by action of the legislature or Governor of the State of Colorado, prevents it from providing services or otherwise hinders, delays, or prevents the District from receiving revenue or income or increases its overhead to an extent the District reasonably decides to reduce or modify its operations; or
  - E. If Contractor is otherwise responsible for a material breach of a provision of this Agreement.
  - F. When the District terminates this Agreement for one of the reasons stated above, Contractor shall not be entitled to receive further payment until the Services are completed. If the unpaid balance of the Contract Sum exceeds the cost of completing the Services, and other damages incurred by the District and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to the District. This obligation for payment shall survive termination of this Agreement.
4. **No Claim Against District.** Upon termination of this Agreement by the District pursuant to this Article 9, Contractor will not have any claim against the District by reason of, or arising out of, incidental or relating to termination, except for compensation for the Services satisfactorily performed. In the event that this Agreement is terminated prior to the expiration date, Contractor will submit any and all outstanding reports and information requested by the District within ninety (90) calendar days from the date of early termination.
5. **Termination/Unauthorized Approval.** If this Agreement is made contrary to the District's Board of Education Policies, including, but not limited to, Policies DJ, DJA, DJE, DJG and DJGA, this Agreement shall be void and wholly without effect and shall not be binding upon the District in any manner.

#### MISCELLANEOUS PROVISIONS

- 1. **No Unauthorized Use of Names.** Neither Party will use the other's name in any advertisement, promotion, business card, etc. without the other Party's prior written consent.
- 2. **Confidential Information Belongs Solely To The District.** Contractor will execute a separate Non-Disclosure Agreement set forth as Schedule C hereto.
- 3. **Governmental Immunity.** No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 et seq. C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).
- 4. **Open Records.** The Parties understand that this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2011), and that in the event of a request to the District for disclosure of such information, the District will advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its confidential and/or proprietary material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.
- 5. **Entire Agreement.** This Agreement and all Schedules hereto constitute the entire agreement between the parties with respect to the Services and all prior proposals are hereby terminated. To the extent that a conflict arises between the terms and conditions of this Agreement and any Schedule hereto, the language of this Agreement shall control.
- 6. **Choice of Law.** Any claim, controversy or dispute arising under or related to this Agreement shall be construed pursuant to the substantive, not conflicts, laws of the State of Colorado. Each of the Parties submits to the exclusive jurisdiction of any state sitting in or federal court with jurisdiction over Denver County, Colorado, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding

so brought and waives any bond, surety or other security that might be required of any other Party with respect to any such action or proceeding.

7. **Partial Invalidity.** The invalidity of any provision of this Agreement shall not impair or affect the validity of the remaining portions hereof, and this Agreement shall be construed as if such invalid provision had not been included herein.
8. **Assignment Prohibited.** Contractor cannot assign the Services under this Agreement.
9. **Counterparts.** This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same agreement.
10. **Electronic Signatures And Electronic Records.** Contractor consents to the use of electronic signatures by the District. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the District in the manner specified by the District. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**SCHOOL DISTRICT NO. 1 IN THE CITY AND  
COUNTY OF DENVER AND STATE OF  
COLORADO**

**ALMA ADVISORY**

By: Carrie A. Olson, PhD

Printed name and title

Carrie A. Olson, PhD

By: Carrie A. Olson, PhD (Feb 12, 2021 10:19 MST)

Dr. Carrie A. Olson, Board of Education President

By: Monica Santana Rosen

Monica Santana Rosen, Chief Executive Officer

Printed name and title

**APPROVED AS TO FORM:**

MJ

By: \_\_\_\_\_  
Office of the General Counsel

**SCHEDULE A-1**  
**Scope of Services and Fee Structure**

The proposed work, subject to discussions and agreement with the Board of Education, includes the following steps:

**1. Stakeholder Engagement on Organizational Priorities and Key Competencies for the Role**

The Alma team can meet virtually with select members of the Denver Public Schools Board of Education and other key stakeholders to gather their input on the role and the steps of the selection process. Alma will collaborate the district's community engagement firm to plan for communication and stakeholder engagement throughout the process. This will include thinking through the best approach to gather input from parents, staff and leaders on the priorities for Denver Public Schools moving forward, and the desired skills and competencies for the new Superintendent. We would then work to incorporate feedback gained into the subsequent steps of the process, including job description, recruitment strategy and screening process design.

**2. Role Clarification and Job Description**

The Alma team will review any job descriptions already created and facilitate conversations with key leaders to clarify and confirm the most important competencies required of the position, and those traits that contribute to a successful team culture within the organization's unique context. Based on these conversations, the Alma team will refine the job description with an eye toward attracting the desired candidate, and explicitly describing the leadership attributes most important for the role.

**3. Recruitment Strategy Development and Execution**

Based on the role clarification, the Alma team will research the local and national market and craft a recruitment strategy, with recommended sources to recruit for top candidates, and will build a network contact list for personal outreach to help spread the word about the position and pursue nominations of high-potential candidates. The Alma team will then partner with the Board to build a pool of potential candidates and monitor the results of recruitment efforts.

**4. Screening Process Design**

In addition to designing the recruitment strategy, the Alma team will propose the steps of a screening process for the role and draft all interview tools. Decisions will include which internal team members and/or stakeholders should be engaged in the screening process, key roles in the interview process, and sequence of steps from first screen to final hiring decision. This will also include the creation of performance tasks to assess the competencies required for the role. Our purpose is to minimize bias at every step in the process, and keep the process focused on assessing those skills most important for the role.

**5. Monitoring of Incoming Talent Pool and Initial Screening of Top Candidates**

The Alma team will monitor incoming applications together with the organization and will work proactively to ensure a strong pool of candidates continue to apply for the role. As part of this effort, the team will meet with the organization weekly to review progress and will provide reports with clear data tracking metrics to understand the strength and diversity of the pool and status on candidates in process, including the number of candidates at each step (e.g., first screen, second screen, rejections, etc.). We will also review incoming resumes and identify top candidates for a first-round screen in partnership with our client. The Alma team will carry out first-round interviews and recommend candidates for second round interviews to be completed by the client organization. Candidate profiles will be provided for any interviewed candidates summarizing candidate strengths, questions, and recommendation on whether to advance to finalist screen.

**6. Background Checks and Finalist Interviews**

The Alma team will design second and subsequent round screening tools, developing interview guides and providing guidance for our client's leaders to facilitate in-person interviews and debrief for competency-driven interviewer feedback. The Alma team will provide background and reference checks for any candidate prior to

moving to finalist stage. This will include a search of press on the candidate, conversations with references, and any additional network background checks possible to understand the candidate's reputation, and to identify any potential optics issues that the Board would want to be aware of and/or address if they moved forward. As the organization engages with candidates, we will continue to calibrate on desired competencies and strengthen pre-screening as needed along the way until our client finds its chosen candidate and has an accepted offer.

## **7. Knowledge Transfer**

The Alma team will engage in a debrief call following the search and will provide a final write-up to advise on which practices and lessons learned for this process can be applied to the organization's longer-term approach to executive succession planning and hiring.

### **Deliverables**

- Discussion and confirmation of competencies required for the role
- Revised job description
- Documented recruitment strategy
- Documented screening process with supporting interview protocols and materials for each round of the process, including potential scenarios to use during screening, and drafted interview guides for stakeholder interviews.
- Posted job description and sharing across the Alma network, and local and national professional networks, as well as sourcing as broadly as possible to produce potential applicants for the roles
- Review and monitoring of incoming resumes
- Completion of first screen and submission of candidate profiles for recommended candidates moving forward
- Materials and support for facilitation of finalist round interviews
- Write-up of recommended approach for executive succession planning and hiring
- Work would involve biweekly check-in calls, review and feedback of the recruitment plan, and access to national research or tools that support and inform the decision-making by the leadership team.
- Engagement strategies and deliverables as co-designed by Alma and the Board of Education and consistent with Alma Advisory's proposal to the Board of Education.
- Travel to Denver for some designated meetings or engagement sessions, once health and safety conditions permit

### **Pricing**

#### **Budget and Invoicing Schedule**

Our budget to complete this search is driven by our estimated time and effort and is set at a maximum of \$65,000. This fee is inclusive of all expenses associated with launching and completing the search.

Work completes when a successful candidate is hired, which we expect will be within 4 months of project launch, however, will continue until the search is complete.

The Parties agree to the following invoicing schedule:

- 30% (\$19,500) upon delivery of job description and recruiting strategy and launch of the search, estimated within 2 weeks of project start.
- 30% (\$19,500) upon completion of initial stakeholder sessions, delivery of first set of first-round interview guide including interview questions, and first set of candidates delivered, typically 4 to 6 weeks following recruitment launch.
- 30% (\$19,500) when second round screening materials, including all interview questions, scenarios and performance tasks, are delivered and satisfactory delivery of finalist candidate pool, typically 8 to 12 weeks after search launches, and runs through completion of interview process.
- Final payment of 10% (\$6,500) when selection/offer decision made, typically within 4 months, but can take longer. This will include the completion of finalist interview activities and materials, including structure and design of any virtual stakeholder-related town convenings and interviews to engage with finalists.

#### **Budget and Invoicing Schedule for Community Engagement**

The majority of the cost of stakeholder engagement is included in the budget already provided for the search itself. The full cost of community engagement will depend on the extent of engagement that the Board of Education seeks to conduct. At this time the additional fees would not exceed \$10,000 above what has already been quoted to lead the search.



## **SCHEDULE B**

### **Code of Conduct and Conflict of Interest Certification**

I, Monica Santana Rosen, certify as an authorized representative of [Alma Advisory Group, LLC], that I have read the District's ethical and purchasing policies, as listed below<sup>1</sup>, related to my company conducting business with the District. I understand that the District's policies and regulations shall operate as a Code of Conduct. I agree to follow the District's Code of Conduct, and any legal and regulatory requirements applicable to my company's performance, work or contract, and that violating the District's Code of Conduct may result in immediate sanctions up to, and including the termination of my business relationship with the District. I understand that if I have questions concerning the meaning or application of the Code of Conduct or relevant legal and regulatory requirements, I will contact the appropriate District representative. I understand it is my responsibility to disclose any situation that might reasonably appear to be a violation of the Code of Conduct. I understand the absence of a specific guideline, practice or policy covering a particular situation does not relieve me from exercising the highest ethical standards applicable to the circumstances.

I have read the Code of Conduct, as listed below, which among other things, restates the District's policies prohibiting certain activities deemed illegal, unethical or against the best interest of the District. I accept and agree to the restrictions stated in the Code of Conduct. I hereby certify that I will comply with the Code of Conduct and to the best of my knowledge, all of my employees, subcontractors, and personnel under my supervision are aware of the Code of Conduct and will comply with its terms. I know and agree that it is incumbent upon me, and my employees to perform satisfactorily and to follow and comply with the District policies and rules as they are issued or modified from time to time.

I understand the District's Code of Conduct is a general guide to acceptable and appropriate behavior, and that I am expected to comply with it even though it may not contain all of the details and information needed during the course of my performance and work with the District.

In particular, when dealing with District employees, I will adhere to the highest ethical standards of business conduct. When seeking the resolution of regulatory or ethical issues affecting my company's interests I will do so solely on the basis of merit and pursuant to proper procedures in dealing with the District and its employees. At no time will I, or any employee of mine offer, provide or solicit, directly or indirectly, any special treatment or favor in return for anything of economic value, or the promise or expectation of future value or gain. In addition, there shall be no entertaining of District employees with the expectation of receiving any future value or gain.

I will not accept or offer gifts, employ any person who is working for the District, nor do I have any close,<sup>2</sup> or immediate family<sup>3</sup> relationships with the District. If I do, I will immediately disclose the name and relationship of that person or persons and any existing potential conflict of interest with that District employee or any employee who may make decisions in their jobs that would allow him or her to give or receive preferential or favorable consideration in exchange for anything of a personal benefit to themselves or their friends and families. I understand that such situations could interfere with an employee's ability to make judgments solely in the District's best interest.

Accordingly, I have listed below all relationships and outside activities, which may require disclosure under the policy. I have also listed names, addresses and the nature of the relationships of all persons or entities doing business with the District from whom I, or any member of my immediate family, have received, may receive in the future, directly or indirectly, cash or a gift of more than nominal value (\$25.00). Finally, to ensure there is no perceived conflict of interest, I have listed the name of all individuals employed by the District that are related to me or anyone in my business regardless of his or her position.

(Signature block on following page)



IN WITNESS WHEREOF, I have executed this Agreement as of the Effective Date.

Monica Santana Rosen

Printed Name

Monica Santana Rosen 2/4/2021

Signature

Date

<sup>1</sup> **BC Board Member Conduct Policy; BCB Board Member Conflict of Interest Policy; DJ Purchasing Policy; DJA Purchasing Authority Policy and regulation; DJB Purchasing Procedures Policy; DJE Bidding Practices Policy; DJG Contractor Relations Policy; DJGA Sales Calls and Demonstrations Policy; DK Stewardship of Funds Policy; GBEA Conflict of Interest Policy; and GBEC Gifts To and Solicitations by Staff Policy.** <sup>2</sup> Close relationships means all persons, whether family or not, you may have a personal or business relation with performing work for, or on behalf of the District. <sup>3</sup> Immediate family means... spouse, partner in a civil union, children, siblings, parents, and in-laws (mother, father, brother, sister, daughter and son). See, Board Policy GBEA

**SCHEDULE C**  
**Non-Disclosure Agreement**

This Agreement is effective as of \_\_\_\_ (“Effective Date”), and is between School District No. 1 in the City and County of Denver and State of Colorado (the “District”) and Alma Advisory Group, whose principal mailing address is 1525 E 53rd St, Ste 530, Chicago, IL 60615. (“Contractor”).

1. **Definition of Confidentiality.** As used in this Agreement, “Confidential Information” means information and materials in oral, written, graphic or electronic form that is confidential and/or proprietary relating to the District, including without limitation, student records, Personally Identifiable Information, records, notes, data, reports, data sources, reference materials, sketches, drawings, memoranda, disks, documentation, research, development, processes, procedures, marketing techniques and materials, marketing and development plans, purchasing information, price lists, cost and pricing policies, financial information, intellectual property, and all other information of a secret or confidential nature.
2. **Definition of Personally Identifiable Information.** As used in this Agreement, “Personally Identifiable Information” means information and metadata that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally Identifiable Information includes, but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s state-assigned student identifier, social security number, student number or biometric record; (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name; and (f) demographic attributes, such as race, socioeconomic information, and gender.
3. **Nondisclosure and Nonuse Obligations.** All Confidential Information is the District’s exclusive property. Contractor therefore agrees that:
  - 3.1. Contractor will keep secret and will not disclose to any third party, take or misuse any Confidential Information, or any other confidential and/or proprietary information Contractor acquires or has access to because of its provision of services to the District.
  - 3.2. Contractor will not use or seek to use any Confidential Information for Contractor’s own benefit or for the benefit of any other person or business or in any way adverse to the District’s interests.
  - 3.3. On the District’s request, Contractor will execute a separate Data Protection Addendum if the District believes it is necessary given the services Contractor provides to the District.
  - 3.4. On the District’s request or on termination of this Agreement, Contractor will promptly return to the District all its property, specifically including all documents, disks or other computer media or other materials in the Contractor’s possession or control that contain any Confidential Information.
  - 3.5. After termination of this Agreement, Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any Confidential Information.
  - 3.6. Contractor will promptly advise the District of any unauthorized disclosure or use of Confidential Information by any person or entity.
  - 3.7. Contractor will cause each of its employees who may gain access to any Confidential Information, to execute a confidentiality agreement reasonably acceptable to the District before disclosing any Confidential Information to that employee or permitting that employee to have access to any Confidential Information.
4. **Survival.** This Agreement shall govern all communications between the parties. Recipient understands that its obligations under Paragraph 3 (“Nondisclosure and Nonuse Obligations”) will continue indefinitely and shall survive the termination of this Agreement.
5. **Choice of Law.** Any claim, controversy or dispute arising under or related to this Agreement shall be construed pursuant to the substantive, not conflicts, laws of the State of Colorado. Each of the parties submits to the exclusive jurisdiction of any state sitting in or federal court with jurisdiction over Denver County, Colorado, in any action or proceeding arising out of or relating to this

Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect to any such action or proceeding.

6. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the District for which there will be no adequate remedy at law, and the District shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

7. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

8. Electronic Signatures And Electronic Records. Contractor consents to the use of electronic signatures by the District. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the Owner in the manner specified by the Owner. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**SCHOOL DISTRICT NO. 1**

**CONTRACTOR**

Carrie A. Olson, PhD  
Carrie A. Olson, PhD (Feb 12, 2021 10:19 MST)

Monica Santana Rosen

(Signature)

(Signature)

Carrie A. Olson, PhD

Monica Santana Rosen

(Print Name)

(Print Name)

Board President

Chief Executive Officer

(Title)

(Title)

**APPROVED AS TO FORM:**

M.A.

By: \_\_\_\_\_  
Office of the General Counsel






# Signed Agency Agreement\_Alma Advisory\_OGC stamped\_2.4.21

Final Audit Report

2021-02-12

Created:	2021-02-12
By:	Deanna Case (deanna_case@dpsk12.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFBD_41B_ghsktmANtC1xLwCfpjCTCo

## "Signed Agency Agreement\_Alma Advisory\_OGC stamped\_2.4.21" History

-  Document created by Deanna Case (deanna\_case@dpsk12.org)  
2021-02-12 - 4:57:34 PM GMT- IP address: 164.92.50.26
-  Document emailed to Carrie A. Olson, PhD (carrie\_olson@dpsk12.org) for signature  
2021-02-12 - 4:58:30 PM GMT
-  Email viewed by Carrie A. Olson, PhD (carrie\_olson@dpsk12.org)  
2021-02-12 - 5:08:00 PM GMT- IP address: 67.177.223.221
-  Document e-signed by Carrie A. Olson, PhD (carrie\_olson@dpsk12.org)  
Signature Date: 2021-02-12 - 5:19:30 PM GMT - Time Source: server- IP address: 67.177.223.221
-  Agreement completed.  
2021-02-12 - 5:19:30 PM GMT