

Professional Services Agreement

DY Consulting LLC
Dave Younce, Principal Consultant
502 Wilcox Rd, Arlington VT 05250

Athens Grafton School District
Andrew Haas, Superintendent - WNESU
5111 US-5, Westminster VT 05158

Date of Agreement: May 4, 2026

1. Services

DY Consulting LLC agrees to provide consulting services to the Athens Grafton School District, (the "District") as described in the Proposal for Elementary Program Sustainability Study dated March 2026 (the "Proposal"), which is incorporated herein by reference.

The Core Sustainability Study applies and includes baseline analysis, scenario development, stakeholder engagement, and a final report & recommendations.

2. Term

Services will commence on or about May 4, 2026 and are expected to conclude by September 30, 2026. Timeline adjustments may be made by mutual written agreement if circumstances require.

3. Compensation and Payment

The total fee for services is \$14,000.

Payment will be made in two equal installments of \$7,000.

The first payment is due May 4, 2026 (upon start of services per this Agreement), and receipt will initiate the commencement of the project.

Final payment is due on the date of completion of the Agreement, currently established as September 30, 2026. If a different project completion date is mutually agreed upon by both

parties, the new date will be documented and final payment will be due on the agreed upon date.

No formal invoices will be issued unless requested by the District or Supervisory Union. The District agrees to initiate each payment on schedule without requiring a billing reminder.

If payment is not received within fifteen (15) days of the due date, DY Consulting LLC reserves the right to pause work, including postponement of scheduled meetings, interviews, and deliverables, until the account is current. Payments more than thirty (30) days past due may accrue interest at 1.5% per month on the outstanding balance.

4. Scope of Work and Changes

Services are limited to those described in the Proposal and this Agreement.

Any request to expand the scope of work beyond what is described will require a written amendment signed by both parties before additional work begins. DY Consulting LLC is not obligated to perform work outside the defined scope, and the District is not obligated to pay for work performed outside the defined scope without a signed amendment.

Informal requests, additional meetings, or expanded analysis beyond the defined scope may be deferred until scope and compensation are mutually agreed upon.

5. Independent Contractor Status

DY Consulting LLC is an independent contractor and retains control over the manner and means by which services are performed. Nothing in this Agreement creates an employment relationship, partnership, or joint venture.

DY Consulting LLC is responsible for all applicable federal and state taxes on compensation received. The District will issue a Form 1099-NEC as required by law. DY Consulting LLC maintains its own professional liability coverage and is not covered by District employee benefits.

6. Confidentiality

DY Consulting LLC will treat all District documents, data, personnel information, and Board deliberations as confidential and will not disclose them to third parties without the District's written consent, except as required by law. This obligation survives termination of this Agreement.

7. Deliverables and Intellectual Property

All written reports, frameworks, and presentation materials produced under this Agreement are prepared for the District's use and become the District's property upon receipt of full payment.

DY Consulting LLC retains the right to reference the general nature of the engagement for professional and marketing purposes, provided no confidential information is disclosed.

8. District Responsibilities

The District agrees to:

- Designate a project liaison
- Provide timely access to relevant documents and personnel
- Facilitate introductions and coordination as appropriate
- Support scheduling of interviews, meetings, and Board sessions

The parties acknowledge that scheduling of interviews, meetings, and Board sessions may be influenced by availability of participants. DY Consulting LLC will make reasonable efforts to accommodate scheduling needs; however, extended delays may require timeline adjustments.

9. Termination

Either party may terminate this Agreement with thirty (30) days written notice.

In the event of termination, the District will compensate DY Consulting LLC for all work completed and reasonable costs incurred through the termination date, including reasonable transition and close-out time.

DY Consulting LLC may terminate this Agreement immediately if payment obligations are not met after written notice.

10. Limitation of Liability

DY Consulting LLC's liability under this Agreement is limited to the total fees paid by the District.

DY Consulting LLC is not liable for decisions made by the Board based on findings, scenarios, or recommendations produced under this engagement and does not guarantee specific outcomes, decisions, or implementation results.

11. Dispute Resolution

The parties agree to attempt to resolve any dispute informally before pursuing other remedies. If informal resolution is not successful, disputes will be resolved through mediation before any litigation.

This Agreement is governed by the laws of the State of Vermont.

12. Entire Agreement

This Agreement and the Proposal incorporated herein constitute the entire understanding between the parties. Any modifications must be in writing and signed by both parties.

Acceptance

For Athens Grafton School District

Name: Andrew Haas

Title: Superintendent

Signature: _____

Date: May 4, 2026

For DY Consulting LLC

Name: Dave Younce

Title: Principal Consultant

Signature: _____

Date: May 4, 2026