



FRAYER CONSULTING

February 12, 2025

Dr. Andrea Tuttle
Superintendent
Grosse Pointe Public School System
20601 Morningside
Grosse Pointe Woods, Michigan 48236
Sent via email: tuttlea@gpschools.org

Re: *AMENDED* Agreement for Contracted Services

Dr. Tuttle:

Thank you for reaching out regarding an engagement with Frayer Consulting Services, LLC ("Consultant" or "FCS") to provide business office consulting services to the Grosse Pointe Public School System ("Client" or "GPPSS"). This letter of agreement (the "Agreement") sets forth the terms and conditions on which FCS may provide the agreed upon services to you and the assigned district(s). FCS and GPPSS may each be referred to herein individually as a "Party", and collectively as the "Parties".

1. Services, Terms, and Fee Schedules. The scope of work, dates of service, and payment schedule are described in Appendix A of this Agreement. The obligation to pay any fee or expense specified in this Agreement is only conditioned as described in this Agreement and is not subject to reduction by way of setoff, recoupment or counterclaim.

2. Terms of Payment. Invoices are sent monthly unless otherwise stated in Appendix A of this Agreement and prompt payment in full is expected within 15 days of receipt.

3. Termination. The Parties shall each have the right to terminate this Agreement by written notice at any time with 10-days' notice to either party. Should you engage a new vendor covering a similar scope to FCS, FCS will provide reasonable assistance in effecting a smooth transfer of responsibilities at the standard rates.

4. Intellectual Property; Use of Deliverables. Nothing in this Agreement or any Statement of Work is intended, nor shall it be construed, to constitute a grant by either you or FCS of any of its pre-existing intellectual property. All unique intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or per Agreement by FCS for Client is "work made for hire" and will be the sole property of the Client; provided, however, that any templates, software, plans, strategies, or other concepts, documents, or ideas developed by FCS prior to or during the course of the performance of this Agreement that are not specific or unique to Client shall not be considered Intellectual Property of Client hereafter.

5. Limitation of Liability. FCS shall employ due care in performing the Services under this Agreement, however, FCS makes no warranty or representation as to the accuracy or completeness of any



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information, public or otherwise, that is provided by FCS or used in any analysis and shall not be responsible for the effects of any inaccurate or incomplete data. FCS makes no warranty, representation, promise or undertaking with respect to any consequences, including but not limited to legal and financial, resulting from the use of any deliverable. FCS SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR PROMOTER LIABILITY. FCS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY INCLUDING WITHOUT LIMITATION LOST PROFITS, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ALLEGED TO BE CAUSED BY THE USE OF OR RELIANCE ON ANY DELIVERABLE. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF FCS FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING UNDER THIS AGREEMENT AND SERVICES PERFORMED HEREUNDER, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, EXCEED THE TOTAL AMOUNT PAID TO FCS UNDER THIS AGREEMENT. You maintain control of all your decisions, and you are free to and should reject any advice from FCS you feel is not in your best interest. In providing the Services to you, FCS shall be acting as an independent contractor and not as an employee or agent for you. FCS shall have no authority, express or implied, to commit or obligate you in any manner whatsoever.

6. Governing Law, Jurisdiction, Venue. The Agreement shall be governed by the laws of Michigan, without regard to its choice of law provisions. Each of us submits to personal jurisdiction in the state and federal courts of Michigan, and each of us agrees that the exclusive venue for any dispute arising out of or related to this Agreement shall be seated in state or federal courts in Clinton County, Michigan.

7. Relationship. Client maintains control of all its decisions and is free to and should reject any advice from consultant it feels is not in Client's best interest. In providing services to Client, Consultant shall be acting as an independent contractor and not as an employee or agent of Client. Consultant shall have no authority, express or implied, to commit or obligate Client in any manner whatsoever. Both Consultant and Client may disclose the existence of this professional relationship, including in advertising. This Agreement is non-exclusive and does not in any way restrict Consultant's ability to provide services to other clients, including competitors of Client, provided only that such other services by consultant do not materially interfere with Consultant's performance of the services hereunder to client.

8. Miscellaneous. Paragraphs 3, through 8 shall survive any termination or expiration of this Agreement. This Agreement, including Appendix A, constitutes the entire understanding of the Parties related to the Services and scope of work and supersedes and cancels any prior any part of this Agreement be held to be void, invalid or unenforceable, in whole or in part, such enforceability will not affect the validity of any other term of this Agreement. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. This Agreement may be executed via pdf transmission and executed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

Please confirm your understanding of this Agreement by signing and returning a copy of this letter.

Sincerely,



FRAYER CONSULTING

Frayer Consulting Services, LLC

Shelbi Frayer
Owner, Frayer Consulting Services, LLC

ACKNOWLEDGED AND
AGREED:

By:

Dr. Andrea Tuttle
Superintendent
Grosse Pointe Public School System



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Proposal for Services, Terms, and Fee Schedule

Contract Term

The contract starts January 1, 2025 and ends ~~March 31~~ June 30, 2025. The contract may be terminated by either party with 10-days written notice.

Scope of Services

Given some of the recent vacancy challenges, our focus for the next few weeks will be on:

- Initial assessment of outstanding items due (reports to the state, year-end reporting, etc.)
- Assist with day-to-day Finance Director responsibilities: manage business office team.
- Business office assessment; workflow, organizational structure, segregation of duties, etc.
- Train/Assist with preparing a budget amendment for FY25, begin budget creation for FY26, and provide reports to board of education/public as needed.
- Train/Assist with procurement and basic fund accounting practices.
- Train/Assist with annual reporting, schedules, and business office deadlines.
- Assist in finding permanent business office staff and training if needed.
- Assist with creating a new/amended office structure for succession planning and segregation of duties.
- Train/Assist with financial planning and cash flow projections as needed.
- Provide transparent financial information to the Superintendent, Board of Education, and the public, with written monthly financial updates and progress reports as needed.
- Other items as directed by the Superintendent that are agreed to by FCS.

Contract Fees

An hourly fee of \$200/hour for up to 30 hours per week, not to exceed \$6,000 each week. A detailed monthly time/work log will be submitted with invoices. Additional mileage/hotel expenses may be charged when on-site (and overnight) work is required.

Additions/Changes

At any time, additional services may be requested by the district and if FCS is able to provide those additional services, the contract scope and fees may be changed as both parties agree.