

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is effective as of August 15, 2011, between The Lexington, MA Public Schools ("Client"), and MiraVia, LLC, a limited liability partnership (MiraVia).

1. MiraVia, LLC agrees to provide Client the consulting and/or training services which are identified and specified on ATTACHMENT A, on the dates and at the location(s) likewise identified on ATTACHMENT A.
2. Mira Via will receive a purchase order authorizing work to begin. The Purchase Order number shall be noted on every invoice submitted. Client agrees to pay MiraVia, LLC. within sixty (60) days of receipt of an invoice from MiraVia , all fees as identified in ATTACHMENT B, together with all of MiraVia's expenses, which include mileage allowance and materials costs, all at MiraVia's invoiced cost without markup.
3. Client understands and acknowledges that MiraVia, LLC is an independent contractor (**Federal EIN 06-1593459**), and shall be fully and solely responsible for the payment of all taxes, royalties, insurance, and other corporate obligations of MiraVia, LLC.
4. Client agrees that it shall be solely responsible for ordering and paying for any training or other resource material(s) used by Client's employees in connection with MiraVia's training and/or consulting services, and shall be fully responsible for providing MiraVia, at no cost or expense to MiraVia, a facility adequate to allow provision of the consulting/training services identified in ATTACHMENT A. Mira Via agrees to coordinate, provide permission, and allow time for photocopying of training and other resource material(s) with the Lexington Public Schools Print Shop when practical and reasonable.
5. Payment for services will be invoiced within 10 business days of service; including all original receipts for expenses. Payment is expected 60 days from receipt of invoice.
6. The parties acknowledge and agree that ATTACHMENT A and ATTACHMENT B are integral parts of this Consulting Agreement.

By: Bruce Wellman Bruce Wellman for MiraVia LLC Date: 8/9/11

[Signature] for Lexington MA, Public Schools Date: 8/16/11

ATTACHMENT A  
TO CONSULTATIVE AGREEMENT DATED August 15, 2011

Scope of services to be provided by MiraVia, L.L.C. to  
Lexington, MA Public Schools

Description of Services

Consulting, planning and facilitation services

Dates of services: Sept. 1-Nov. 15, 2011

Location where services are to be provided: Lexington, MA

Services to be completed by November 15, 2011

1. Review and analyze district data from Spring survey
2. Provide facilitation and consulting of work plan for this initiative
3. Establish a steering committee
4. Facilitate focus group meetings at selected sites and interview selected individuals
5. Establish a coaching system for selected staff members
6. Provide facilitation, feedback and consulting to the steering committee

ATTACHMENT B  
Fees due MiraVia, LLC

5-10 days of consulting, planning and facilitation services

\$3500.00 Daily rate for Bruce Wellman. Hourly telephone or Skype rate is \$250.

Expenses shall be billed at invoiced cost, without mark-up. Original receipts will be included with invoice.