

## AGREEMENT FOR IN PERSON SERVICES

THIS AGREEMENT FOR SERVICES (this “**Agreement**”) is made and entered into this 23<sup>rd</sup>, day of October, 2023 (the “**Effective Date**”), by and between Gridley Unified School District, a CA school district, having its principal offices located at 429 Magnolia Street Gridley, California 95948-2533, (“**Client**”), and Key2Ed, Inc. (“**Contractor**”), an independent contractor, with a principal place of business at 6501 E. Greenway Pkwy. #103-418, Scottsdale, AZ 85254 (each, a “**Party**” and collectively, the “**Parties**”).

### RECITALS

WHEREAS, Contractor has agreed to perform professional staff development for Client by providing Contractor’s workshop entitled “**Conflict Prevention and Resolution Through IEP Meeting Facilitation**”, and/or other training modules as Client and Contractor may agree (the “**Services**”).

NOW THEREFORE, in consideration of the mutual promises herein, the Parties, intending to be legally bound, hereby agree as follows:

### ARTICLE 1. TERM OF CONTRACT

1.01. This Agreement will commence upon the Effective Date, specified above, and shall continue in effect until the Services provided for in this Agreement have been performed or until terminated as provided in this Agreement.

### ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. **Specific Services.** Contractor agrees to perform the Services for Client. The Services will be held for 2 consecutive days in duration in which Contractor shall provide on-site training (the “**Workshop**”). The date for the Workshop will be scheduled on **November 30-December 1<sup>st</sup>, 2023**. Client shall ensure that the number of participants attending the Workshop is no more than 30, unless otherwise agreed in writing by the Parties.

2.02. **Method of Performing Services.** Contractor will determine the method, details, and means of performing the above-described Services.

2.03. **Status of Contractor.** Nothing contained in this Agreement, or any document executed in connection with this Agreement shall be construed to create an employer-employee, partnership or joint venture relationship between Client and Contractor. Contractor’s employees or consultants are independent contractors and not employees of Client. All sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or local laws shall be Contractor’s sole responsibility. Contractor agrees it is not entitled to the rights or benefits afforded to Client’s employees, including disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, or any other employment benefit.

2.04. **Payment of Income Taxes.** Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Contractor for the Services under this Agreement. On request, Contractor will provide Client with proof of timely payment.

2.05. **Use of Employees or Subcontractors.** Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to perform the Services required of Contractor by the Agreement. Client may not control, direct, or supervise Contractor's employees or subcontractors in the performance of those Services.

### ARTICLE 3. COMPENSATION

3.01. **Services Fee.** In consideration for the Services to be performed by Contractor, Client agrees to pay Contractor \$17,200 (the "Services Fee").

3.02. **Date for Payment of Compensation.** For Services rendered under this Agreement, Client agrees to pay Contractor the Services Fee upon Contractor's completion of the Workshop. Contractor will submit to Client an invoice and Client agrees to pay the amount due to Contractor within 30 days of receipt of the invoice.

### ARTICLE 4. OBLIGATIONS OF CONTRACTOR

4.01. **Non-Exclusive Relationship.** This Agreement is not intended to create an exclusive relationship between the Parties. Accordingly, Contractor shall be free to perform services for other entities, and Client shall be free to engage the similar services of other vendors.

4.02. **Suitable Place for Services; Workshop Materials.** Contractor will perform the Services under this Agreement at the location provided by Client pursuant to Section 5.02. Contractor will supply all materials and equipment required to perform the Services under this Agreement.

4.03. **Contractor's Qualifications.** Contractor represents that its employees or consultants providing the Services to Client will possess the qualifications and skills necessary to perform the Services under this Agreement. Contractor shall have complete and sole discretion for the manner in which the Services under this Agreement will be performed.

### ARTICLE 5. OBLIGATIONS OF CLIENT

5.01. **Cooperation of Client.** Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

5.02. **Place of Work.** Client agrees to secure and furnish suitable space for use by Contractor while performing the above-described services. Suitable space includes chairs, tables and other appropriate furniture, arranged as prescribed in communication from Contractor prior to the Workshop date.

5.03. **Participant Communications.** Client will be responsible for communicating the location, dates, and time of the Workshop to its employees and others who will participate in the training.

5.04. **Policies.** Client acknowledges that Contractor is not making any policy decisions for Client. Client shall be solely responsible for ensuring that its policies and business processes fully comply with Federal, state and local laws, rules, and regulations. Client shall retain full responsibility for and hold harmless Contractor from the results of any such policy decision.

## ARTICLE 6. INDEMNIFICATION; RISK ALLOCATION

### 6.01. Indemnification.

(a) Contractor agrees to indemnify and save harmless Client, from and against any losses, damages, claims, demands, suits, liabilities, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") that arise out of or result from Contractor's breach of this Agreement, except if caused by the negligence or willful misconduct of Client or Client's breach of this Agreement.

(b) Client agrees to indemnify and save harmless Contractor, from and against any Losses that arise out of or result from Client's breach of this Agreement, except if caused by the negligence or willful misconduct of Contractor or Contractor's breach of this Agreement.

6.02. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, CONTRACTOR, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENT, SUBSIDIARIES, AFFILIATES, OR SUPPLIERS, HEREBY DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY OF INFORMATIONAL CONTENT. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF CONTRACTOR, WHETHER ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER COMMON LAW OR STATUTORY THEORY OF RECOVERY, INCLUDING ATTORNEY'S FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS, SO THAT THE AGGREGATE LIABILITY OF CONTRACTOR SHALL NOT EXCEED THE AMOUNT OF THE SERVICES FEE. IT IS INTENDED THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CLAIM WHETHER IN TORT, CONTRACT OR EQUITY.

## ARTICLE 7. TERMINATION OF AGREEMENT

7.01. **Termination.** Either party may terminate this Agreement at any time by giving 30 days advance written notice to the other party. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in force until the Services provided for in this Agreement have been fully and completely performed.

7.02. **Termination For Cause.** This Agreement will terminate automatically on the occurrence of any of the following events:

(a) Bankruptcy or insolvency of either party.

(b) Sale of the business of either party.

(c) Default by either party of a term or obligation under this Agreement, in which such default has not been cured within 15 days written notice to the defaulting party describing the default.

7.03. **Effect of Termination.** Upon the termination of this Agreement, Client shall pay to Consultant all fees due and owing up to and including the termination effective date. In addition,

upon termination of this Agreement, Client shall return to Contractor any Confidential Information that remains in Client's possession as of the termination effective date.

## **ARTICLE 8. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY**

8.01. Client agrees and acknowledges that Contractor's Services and related training materials contain proprietary and confidential information embodying certain exceptionally valuable trade secrets of Contractor and its licensors that shall be disclosed to Client in confidence. "**Confidential Information**" means any non-public information, technical data, trade secrets or know-how (including, but not limited to, information relating to data, research, products, copyrighted materials belonging to Contractor's suppliers, formulas, processes, techniques, services, developments, inventions, engineering, pricing, internal procedures, finances, employees and business opportunities) whether having existed, now existing, or to be developed or created in the future, whether tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing.

8.02. Client shall hold in strictest confidence any Confidential Information of Contractor disclosed or made available pursuant to this Agreement and safeguard such Confidential Information with the utmost degree of care (but in any event with at least the same standard of care that Client uses to protect its own confidential and proprietary information), without regard to the expiration or termination of this Agreement. Client shall not use any Confidential Information received from Contractor except as expressly permitted under this Agreement, and Client shall not disclose any such Confidential Information to any third party (except to Client's employees and only on a "need to know" basis and subject to their being bound to protect the confidentiality of the Confidential Information on terms comparable to those contained in this Agreement) without Contractor's prior written consent, unless required to do so by court order or other operation of law, and then only subject to prompt notice to Contractor and reasonable cooperation with Client, if applicable, to allow Client to secure an appropriate protective order.

8.03. Client acknowledges that Confidential Information may contain trade secrets that derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use. The Parties acknowledge that unauthorized use of Confidential Information will diminish the value of such information and will cause substantial and irreparable damage to Contractor and its licensors, and that the remedies generally available at law may be inadequate. Accordingly, a breach of this Section 8 shall entitle Contractor to equitable relief to protect its interest herein, including injunctive relief.

8.04. Client hereby acknowledges that Contractor is the exclusive owner of all rights, title, and interest in and to, or authorized licensee of, all Intellectual Property Rights in its training materials, including without limitation, the content thereof and in the ideas and concepts embodied therein, and in any and all copies, modifications, alterations and enhancements to the Intellectual Property Rights, including any derivative works resulting therefrom. "**Intellectual Property Rights**" means any and all now known or hereafter devised rights under any intellectual property law or regulation in any jurisdiction throughout the world, whether tangible or intangible, including without limitation copyrights, trademark and trade name rights and similar rights, trade secret rights, patents, designs, algorithms and other industrial property rights, whether arising by operation of law, contract, license, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, issuances, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing), Confidential Information and trade secrets, and the waiver of any "moral rights" associated with such rights. Except as

set forth herein, Client will not acquire any rights in or to any of the Intellectual Property Rights of Contractor, nor will it take any action that may adversely affect or impair Contractor's, or its licensor's, rights, title, and interest in or to their Intellectual Property Rights. Nothing herein shall be construed to effect any transfer of ownership.

## ARTICLE 9. GENERAL PROVISIONS

9.01. This Agreement, and any amendments thereto, constitutes the complete and entire agreement between Contractor and Client and supersedes and merges all previous communications, oral or written, and all other communications between Contractor and Client relating to the subject matter hereof.

9.02. If any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the Parties, the Parties agree that the invalid or unenforceable provision shall be replaced with a valid provision which most closely approximates the intent and economic effect of the original provision.

9.03. Any failure by Contractor to enforce or exercise any provision of the Agreement or related right shall not constitute a waiver of that right or provision.

9.04. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

9.05. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth above or to such other address as either Party may, from time to time, designate by notice to the other Party.

9.06. Neither Party shall be liable for any non-performance due to any Force Majeure or similar causes, and such failure shall not constitute a breach of this Agreement. **"Force Majeure"** as used herein shall include, without limitation, fires, floods, earthquakes, other acts of God, explosion, strikes and other labor disputes, riots and civil disturbances, war, interruptions of power, plague, epidemic, pandemic, outbreaks of infectious diseases, or any other public health crisis, including quarantine or other person-to-person restrictions, and any other similar or dissimilar event or occurrence not within the reasonable control of the Party. The foregoing shall not apply to Client's payment obligations hereunder.

9.07. Those sections that by their very nature survive the expiration or termination of the Agreement, shall survive the termination or expiration of this Agreement.

9.08. This Agreement may be executed in multiple counterparts (including by electronic or .pdf signature) each of which shall be considered one in the same.

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

**Key2Ed, Inc.**

**[CLIENT]**



Printed Name: Robin OShea

Printed Name: \_\_\_\_\_

Title: Co-Owner

Title: \_\_\_\_\_

Date: October 23, 2023