

Redlands Unified School District

Phone (909) 307-5300

Fax (909) 307-5325

THIS AGREEMENT is made effective on 08/08/24, and it is made by and between Key2Ed Inc.,_____ date _____ consultant name
_____ hereafter called "Consultant OR Contractor," and the Redlands Unified School District, hereafter called "District."**RECITALS**

A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.

B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

AGREEMENTS

1. PERIOD OF AGREEMENT: Shall be from 08/08/24 through 06/30/25.
date date
2. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:
Professional Development training in Conflict Prevention and Resolution through IEP Meeting Facilitation and/or other training Modules. Services will be hel

Please check if applicable:



A statement of work is attached.



A specification is attached.



Other attachment described as: W9 and COI

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

3. The Consultant will commence providing services under this Agreement on 08/08/24, and will diligently, properly date and in full compliance perform as required and complete the performance of services by 6/30/25. Time shall be of date the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the originating department, copying the notification to Purchasing in writing at 20 W. Lugonia, Redlands, CA 92374.
4. INDEPENDENT CONTRACTOR: The Consultant is an independent Contractor and will perform said services as an independent calling and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes, State Unemployment Compensation or Worker's Compensation, or any other purpose.
5. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
6. PAYMENT: The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed: \$ 60,600.00 (dollar amount).

If this is an Agreement to pay the Consultant by the hour, then this box shall be checked and the hourly rate indicated as follows: N/A

(i.e. # of hours X \$rate per hour/day)

It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

The total not-to-exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, worker's compensation, mileage, travel, incidentals, food and the like.

Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.

7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. **TERMINATION:** The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. **INDEMNIFICATION:** The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - c. Any and all claims under worker's compensation acts and other employee benefit acts with respect to Consultant's employees or sub Consultant(s) arising out of Consultant's work under this Agreement.
 - d. Any and all loss, liabilities, actions, judgments, interest awards, reasonable attorneys' fees, costs, fines, penalties, damages or expenses from any third party claim against the District arising out of or resulting from Provider's failure to comply with any of the obligations under Section 8 of this Agreement.

The Consultant, at the Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

10. **MINIMUM INSURANCE REQUIREMENTS:** Consultant shall obtain and maintain the policies of insurance or equivalent program of self insurance and limits as shown below for the duration of this Contract.

- a. Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, unless otherwise agreed in writing by the District.
- b. Automobile liability insurance in an amount not less than \$1,000,000 per accident for all owned, hired and non-owned vehicles.
- c. Workers Compensation as required under California State law.
- d. Professional Liability insurance in an amount not less than \$5,000,000 per occurrence. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement.
- e. If Consultant may be providing services to District on District facilities during the time that District students could be present or if Consultant is providing services to District for the benefit of District student, Consultant shall provide specific coverage for Abuse or Molestation with limits not less than \$2,000,000 per occurrence and \$5,000,000 aggregate either by separate policy or by an endorsement to User's Commercial General Liability coverage.
- f. The Provider shall provide a Certificate(s) of Liability Insurance using ACORD Form 25, indicating the required insurance coverages within ten (10) days of the effective date of this Agreement NAMING THE DISTRICT AS ADDITIONAL INSURED on the Commercial General Liability policy using endorsements CG 20 10 and CG 20 37.
- g. The policies indicated in paragraphs 10.a., 10.b. 10.c. 10.d. and 10.e. shall include a waiver of subrogation endorsement in favor of District.
- h. The policies indicated in paragraphs 10.a. and 10.b. shall include a primary, non-contributory endorsement in favor of District or District's insurance or self-insurance program.

- ☒ Certificate of Insurance Attached with endorsements as specified
- ☐ Workers Compensation Certificate Attached OR
- ☐ Sole Proprietor/ NO Workers Comp. Certificate Needed
- ☐ Proof of TB clearance for all employees working individually with students
- ☐ Criminal records check...Department of Justice Fingerprint Clearance is required before commencement of services, see form attached IF working individually with students
- ☐ Site must run consultant/s thru Meganslaw.ca.gov search if consultant is on a school site. Site shall attach proof of this to contract

11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.
12. **ASSIGNMENT:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. **COMPLIANCE AND CERTIFICATION:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. The consultant and any of its employees and/or sub Consultant(s) are NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency.
14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.
15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
- a. Increase dollar amounts
 - b. Effect administrative changes
 - c. Effect other changes as required by law.
16. **CONFLICT OF INTEREST:** Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Consultant. Consultant will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.
17. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.
18. **GOVERNING LAW:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in San Bernardino County, California.
19. **CONFIDENTIALITY:** All communications and information obtained by the Consultant from the District relating to this Agreement and all information developed by Consultant under this Agreement are confidential. Should there be a need for the Consultant to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA) or the Health Insurance Portability and Accountability Act (HIPAA), Consultant must take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations.

Authorized representatives of the parties have executed this Agreement as indicated below.

Consultant:

Key2Ed Inc

Consultant/Firm Name

6501 East Greenway Pkway #103-418

Consultant Address

Scottsdale, AZ 85254

City, State, Zip

Cassie Velasquez

(Signature, Authorized Representative)

602-430-8482

(Telephone)

cassiev@key2ed.com

(email address)

08/08/24

(Date)

District Board of Education Approval Date: _____

District Requisition Number: _____

District:

Redlands Unified School District 20

West Lugonia Ave. Redlands, CA 92374

Assistant

Superintendent, Business Services
Chief Business Official

Supervisor/ Principal/ District Administrator

Funding Administrator (if Applicable)

9-11-24

(Date)

P.O. Number: _____

Key2Ed Service and Fee

Service Provider	Key2Ed, Inc. 6501 E Greenway Pkwy #103-418 Scottsdale, AZ 85254	Customer:	Patti Buchmiller Executive Director, Special Services Redlands Unified School District 33 W. Lugonia Ave. Redlands, CA 92374 (909) 307-5300 X21101
Quote # Date	UPDATED Aug. 14 434567 March 25, 2024	Contact:	Cassie Velasquez/Robin Oshea cassiev@key2ed.com/robino@key2ed.com 602-430-8482/480-209-3144

Project Description

Conflict Prevention and Resolution through Meeting Facilitation – On-Site Delivery

This two-day, 12-hour training prepares participants to successfully conduct effective meetings. The training is designed to teach a process to enable teams to collaborate effectively while preventing and managing conflict. This ensures that the meeting content and process stays focused on the needs of the student. Participants practice facilitation tools and techniques in actual simulations where trainers provide feedback and coaching in a safe learning environment. This ensures that the facilitators are prepared to implement the skills they've just learned the very next day. This training is limited to 30 participants.

Meeting Stakeholder Training – Virtual Delivery

This 3-hour training is intended for those who do not facilitate meetings but are participants in the meetings. It provides an overview of the facilitation process and prepares team stakeholders to be collaborative team members in a facilitated meeting. Participants work to learn how to clearly define their role in the meeting, enabling them to prepare for active meeting participation. Additionally, participants develop skills to broker more effective and efficient communication resulting in a collaborative, non-adversarial, and compliant student-centered meeting. This training is limited to 30 participants

Coaching – Virtual Delivery

This 8-hour coaching package is designed for those who have attended the initial Facilitated IEP workshop and have been implementing the tools and techniques. Key2Ed coaches work with participants to review successes with the process and problem-solve roadblocks. These virtual Zoom coaching sessions also include technical support and concept review as needed.

Service Description	Cost
Conflict Prevention and Resolution through Meeting Facilitation On-Site Delivery 30 participants \$17,200 per training x 2 trainings October 1-2, 2024 January 28-29, 2025 \$16,200 for April training (discounted \$1000 for airfare) April 21-22, 2025	\$50,600
Meeting Stakeholder Training Virtual Delivery 30 participants \$2000 per training x 3 trainings October 8, 2024 February 11, 2025 April 29, 2025	\$6000
Coaching Virtual Delivery \$2000 for 8 hours x 2	\$4000
	Total: \$60,600

PROPOSAL ACCEPTANCE AND AUTHORIZATION

Please accept this as our payment Letter of Commitment to purchase the above Key2Ed, Inc. services as stipulated below. We understand that upon signature of this agreement by our designated agent, our organization will immediately be scheduled to begin our professional services project.

We, the undersigned, respectfully submit this Letter of Commitment for your acceptance, Pending Funding approval.

Key2Ed, Inc.

[CLIENT]

Cassie Velasquez

Printed Name: Cassie Velasquez

Title: Co-Owner

Date: August 14, 2024

Printed Name: _____

Title: _____

Date: _____

AGREEMENT FOR IN PERSON and VIRTUAL SERVICES

THIS AGREEMENT FOR SERVICES (this "**Agreement**") is made and entered into this 23rd day of June 2024 (the "**Effective Date**"), by and between Redlands Unified School District, a California school district, having its principal offices located at 33 W. Lugonia Avenue Redlands, CA 92374, ("**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 dates for the Workshops will be scheduled:

Conflict Prevention and Resolution through Meeting Facilitation

October 1-2, 2024

January 28-29, 2025

April 21-22, 2025

Meeting Stakeholder Training

October 8, 2024

February 11, 2025

April 29, 2025

Coaching

16 hours – Dates and Times TBD

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 (the "Services Fee").

Conflict Prevention and Resolution through Meeting Facilitation

\$17,200 per training x 2 trainings

\$16,200 for April 2025 training (discounted \$1000 for airfare)

Meeting Stakeholder Training

\$2000 per training x 3 trainings

Coaching

\$2000 for 8 hours x 2

Total: \$61,600

S/B \$60,600.00

see corrected
quote dtd
8/14/24

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]

Cassie Velasquez

Patti Buchmiller

Printed Name: Cassie Velasquez

Printed Name: Patti Buchmiller

Title: Co-Owner

Title: Executive Director

Date: June 23rd, 2025

Date: 7/8/24