



Campus By Design™ Agreement 2021-2022

Prepared for:
Perris Union High School District on
behalf of California Military Institute

May 14, 2021

SECTION 1: PROCESS & SCHEDULE

Products	Timeline	Pricing
<p>Capturing Kids' Hearts 1™* One, 2 consecutive-day training session(s) for up to 50 participants per session. Includes:</p> <ul style="list-style-type: none"> • Access to the course training manual • Limited collection of foundational videos and resources in our online portal 	<p>August 3-4, 2021</p>	<p>\$21,000 travel \$1,500</p>
<p>Process Champions™* One, 2-consecutive-day package. Includes:</p> <ul style="list-style-type: none"> • 1-day training session for up to 30 participants. • 1-day customized to fit your needs. (Either an additional 1-day training session for separate group of participants or a 1-day strategy visit.) 	<p>Fall 2021</p>	<p>\$15,000 travel \$1,500</p>
<p><i>*Prerequisite: Capturing Kids' Hearts 1, with at least 70% Capturing Kids' Hearts implementation on campus.</i></p>		
<p>Campus TrAction Pac™ One, 2-consecutive-day strategy visit(s) involving group and one-on-one session(s) with campus administrators and/or Process Champions Team.</p>	<p>Spring 2022</p>	<p>\$4,000 travel \$1,500</p>
<p>CKH Premium™ A campus-specific subscription that provides comprehensive ongoing support to leaders and staff who have completed <i>Capturing Kids' Hearts 1</i>.</p>	<p>June 2021- May 2022</p>	<p>\$3,000</p>

TOTAL PACKAGE COST (inclusive of travel)

\$47,500

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Perris Union High School District on behalf of California Military Institute
CBD Agreement



Campus By Design Agreement

California Military Institute
755 North A Street
Perris, CA 92570

Thank you for selecting Capturing Kids' Hearts to serve your organization. Our goal is to provide you with training and services that will both motivate and empower your organization to advance to a new level of success. Please take a moment to review the information below, and then sign and return this form to us in order to confirm this agreement. We look forward to serving you.

This agreement is between The Flippen Group, L.L.C. doing business as Capturing Kids' Hearts ("COMPANY" or "Capturing Kids' Hearts") and Perris Union High School District on behalf of California Military Institute. This Campus By Design Agreement offers all of the Products as defined on the Process and Schedule table. In addition, all services offered as part of this agreement are exempt from price increases, allowing you to lock in current prices (at a savings to you).

SECTION 2: INVESTMENT

Confirmation:

- CUSTOMER agrees to contract with Capturing Kids' Hearts for all the services on this agreement dated May 14, 2021.
- The Campus by Design Agreement and its rates will expire and can only be confirmed upon receipt of this signed document by June 21, 2021 in our main office at: Capturing Kids' Hearts; Attn: Angie Shoffner, 1199 Haywood Drive, College Station, Texas 77845.

Payment Terms:

- Purchase order is required 45 days prior to each scheduled event.
- The fee for each service, including travel (if applicable), will be billed when services are rendered.
- Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

Other Charges (if applicable):

- A \$400.00 fee will be charged for each person over 50 not to exceed 60 total per *Capturing Kids' Hearts 1*.
- A \$400.00 fee will be charged for each person over 30 not to exceed 35 total per *Process Champions*.

Travel:

- **Travel Package for each service is part of the Campus By Design Agreement total.** Travel inside the Continental United States will be billed separately at rate of \$1,000.00 for one-day events, \$1,500.00 for two-day events, and \$1,800.00 for three-day events (per trainer). Travel rates are subject to change. Travel expenses Capturing Kids' Hearts has incurred and that have to be cancelled as a result of rescheduling or cancelling of a service without two weeks notice, may result in an extra charge to your organization.

SECTION 3: POLICIES

Scheduling:

- The Capturing Kids' Hearts Event Planning Department will contact you within 1 week of the signing of this agreement to begin setting up specific dates for services to be rendered on the process schedule. Capturing Kids'

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Hearts will need someone designated in your organization to work with on scheduling and event planning needs as follows below.

- Scheduling benchmarks - Within 30 days of signing of the CKH Campus By Design Agreement, at least 50% of events must be scheduled with Capturing Kids' Hearts. Within 90 days of signing of the agreement, the remainder of events must be scheduled with Capturing Kids' Hearts.
- Confirmation of all scheduled dates will be made via email.
- Should another trainer be needed for *Capturing Kids' Hearts 1* or *Process Champions* due to group size, we will need 90-day notice as this is subject to availability.
- *Capturing Kids' Hearts 1* should be scheduled from 8:00 AM – 5:00 PM. All other trainings should be scheduled from 8:00 AM – 4:00 PM each day.
- In the event of an emergency or illness the consultant would need to be rescheduled for another time, as there is not an on-call trainer available.

Deposits and Cancellations:

- No deposit is required. Capturing Kids' Hearts requires cancellation notice of **90 days** prior to any scheduled date of service. Cancellation notice received inside the 90-day window will result in full contractual fee being assessed. Services unused by your organization in each calendar year are forfeited.
- Force Majeure: Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement in such circumstances.
- Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.
- CKH Premium subscription services shall commence upon receipt of signed Agreement and shall continue for a one-year period ending May 31, 2022. ~~Unless terminated in writing, the CKH Premium subscription service will automatically renew annually at the same rate of \$3,000 per campus for successive additional one-year periods.~~

Accountability:

- Capturing Kids' Hearts commits to reserve the capacity needed to fulfill the terms of this agreement. Capturing Kids' Hearts is committed to transformational impact. Our consultant will not move to next steps on the process schedule without implementation of previous events and/or successful *TrAction* being made by participants involved. Should this occur, certain dollars set aside for future line items on process schedule may be reallocated to reinforce previous events that need more accountability.

Considerations:

- Video and/or audio taping is strictly prohibited without prior written approval by Capturing Kids' Hearts.
- Media representatives are not allowed to attend training without prior written approval by Capturing Kids' Hearts.
- Capturing Kids' Hearts has permission to contact staff members via email.

Facilities:

- Capturing Kids' Hearts has a core principle to exceed our customer's expectations. We know the training environment can significantly impact the quality of the training. To make sure your staff is comfortable and to ensure outstanding results for those attending, we will need your help in arranging the facility based on the specifications found below.
- A quiet and service-oriented facility should be selected for all scheduled trainings.

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- We recommend the *Capturing Kids' Hearts 1* training not be conducted on district or school properties. Room must be at least 2,800 square feet (40'X70').
- *Process Champions* may be provided at the campus facilities as long as adequate space, quiet, and privacy are available.
- CUSTOMER will coordinate the facilities needed for trainings with the expense being incurred by your organization, as written in this agreement.
- Capturing Kids' Hearts and your organization will mutually agree upon the location of any services/trainings 30 days prior to the event.
- Upon the signing of this agreement, the Capturing Kids' Hearts Event Planning Team will provide CUSTOMER with meeting size requirements, setup needs (inclusive of table/chair arrangements, AV requirements, etc.). It is understood that CUSTOMER will make arrangements and cover expenses for all equipment and be in charge of setup in advance.
- Light beverages (NO alcohol) need to be set up by CUSTOMER for the entire day for all participants. Meals can be coordinated by CUSTOMER with facility or caterer of choice or left up to individuals on their own.

Intellectual Property

- Capturing Kids' Hearts intellectual property is a crucial part of providing training materials and consulting services to its clients and Capturing Kids' Hearts could not continue its work if its clients did not honor and respect the COMPANY's intellectual property rights. None of our work or work product is done on a "work for hire" basis, and all of our material and work product is owned exclusively by Capturing Kids' Hearts and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret. Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of Capturing Kids' Hearts. By entering into this agreement you are expressly acknowledging and agreeing to the matters set forth in this paragraph, and you are agreeing that none of the training materials, notebooks, videos, presentations, processes, concepts, or parts thereof may be used by you, for any purpose, without the express advance written consent of Capturing Kids' Hearts. In addition, you are agreeing to have any of your engaged contractors or subcontractors sign an agreement to protect Capturing Kids' Hearts intellectual property.

SECTION 4: DISCLAIMERS

- CUSTOMER accepts the Products "AS IS" with all faults and errors. **CAPTURING KIDS' HEARTS HEREBY DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE PRODUCTS EXCEPT FOR ANY SPECIFIC WARRANTIES THAT ARE EXPRESSLY PROVIDED IN THE TERMS OF THIS AGREEMENT. CAPTURING KIDS' HEARTS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The entire risk as to the functionality, operation, and results is with CUSTOMER and Capturing Kids' Hearts assumes no risk or obligation in connection therewith.
- Capturing Kids' Hearts hereby disclaims any and all liability, risk, obligation, or responsibility for decisions made or actions taken by CUSTOMER after use of the Products. Capturing Kids' Hearts shall in no way be responsible or liable for CUSTOMER's use of (1) the Products, (2) the information and data provided by third-parties in order to use the Products; or (3) the information or results obtained through the Products. Capturing Kids' Hearts does not guarantee or warranty any particular result or success as a result of use of the Products. The Products should be considered tools to assist CUSTOMER but should not be treated as a singular solution.
- In no event shall Capturing Kids' Hearts be liable for or responsible for any incidental or consequential damages or injuries related to CUSTOMER's use of (1) the Products, (2) the information and data provided by third-parties in order to use the Products; or (3) the information or results obtained through the Products. The maximum possible liability of Capturing Kids' Hearts shall not exceed the lesser of the full retail cost of the Products or the amount that CUSTOMER paid for the Products.
- No information shared by Capturing Kids' Hearts verbally or in writing can be constituted to be professional advice, such as medical, legal, financial, psychological, business, or counseling advice. Diagnosing medical or

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psychological conditions cannot be done through a coaching process and should only be done by licensed professionals.

SECTION 5: CONFIRMATION

I have read the above information, and I understand and concur with all conditions of this agreement.

Signed: _____
(CUSTOMER's Authorized representative)

Date: _____

Print Name: _____

Title: _____

SECTION 6: CONTACT US

If you have any questions or need additional assistance, please do not hesitate to contact us.

Capturing Kids' Hearts
Attn: Angie Shoffner
Angie.Shoffner@capturingkidshearts.org
1199 Haywood Drive
College Station, TX 77845
Phone: 800-316-4311
Fax: 877-941-4700

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