

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is entered into this 4th day of April, 2019 (the "Effective Date"), by and between **Corwin Press, Inc.**, a SAGE Publications, Inc. company, with offices at 2455 Teller Road, Thousand Oaks, California 91320 ("Corwin") and **Perris Union High School District**, with offices at **155 East 4th Street, Perris, CA 92570** ("Customer").

1. Services. Customer desires to contract with Corwin for the furnishing of services related to the Customer's professional learning needs (the "Services"); and Corwin desires to provide such Services to the Customer as further described in the Investment and Timeline attached hereto as **Exhibit A**. For dates not scheduled at time of contract, Corwin will establish and agree on final dates with Customer which will be subject to speaker availability. Confirmation of such final dates will be communicated by email to Customer. Customer may request to reschedule the date of a speaking event and if approved by Corwin, Customer will reimburse Corwin for any additional costs or expenses incurred by Corwin and/or the speaker of such event.
2. Term and Termination. The term of this Agreement will commence on **August 14th, 2019** and will remain in effect for one year or until Corwin has completed the Services described in Exhibit A. Either party may terminate this Agreement without cause upon sixty (60) calendar days' advance written notice. In the event of termination by Customer, Corwin will be paid: (a) any fees then due as set forth in Exhibit A; and (b) any expenses incurred as of the effective date of termination including, without limitation, speakers' fees and costs, Corwin's non-refundable travel costs, and non-refundable venue deposits (collectively, "Corwin Expenses"). However, in the event of termination by Customer within thirty (30) calendar days of a scheduled event date, Corwin will be paid thirty percent (30%) of all amounts set forth in Exhibit A and Corwin will be reimbursed for all Corwin Expenses. Said amounts and expenses will be paid by Customer to Corwin within ten (10) days of the termination date.
3. Compensation. Corwin will be paid at the rates outlined in Exhibit A. Customer will pay Corwin all amount due hereunder within thirty (30) days of receipt of invoice.
4. Warranties. Corwin represents and warrants (i) that it will perform the Services using qualified personnel and in accordance with applicable industry standards; and (ii) that it will comply with any and all applicable rules, laws and regulations, court or administrative orders or decrees of any federal, provincial, local or other governmental unit which has jurisdiction in such circumstance.
5. Indemnification. Each party will indemnify, defend and hold harmless the other party, its affiliates, and their officers, directors, employees and agents from and against all obligations of any nature whatsoever (including all reasonable attorneys' fees) resulting from a party's failure to perform in accordance with any of the terms of this Agreement.
6. Force Majeure. Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by Corwin is prevented due to acts of God or any other cause beyond its reasonable control (including the unavailability of a speaker for an event), Corwin shall not be responsible to the Customer for failure or delay in performance of its obligations under this Agreement. Moreover, in the event a speaker becomes unavailable to attend a speaking event, Corwin may, at its sole discretion, substitute the speaker and/or reschedule the speaking event.
7. Notices. All notices required or permitted hereunder will be in writing and will be sent by registered or certified mail, return receipt requested, to the party to whom such notice is directed, at its address as set forth above, or to such other address as such party will have designated by notice hereunder. Notices will be deemed given on the date received.
8. Ownership/Rights. Corwin will own or hold the necessary rights to any materials or other work product created, developed or distributed by Corwin (or the assigned speakers) under this Agreement including, without limitation, any event handouts or materials (collectively, "Materials"). No rights to any of the Materials shall be conveyed to Customer; provided, however, that Customer shall be permitted to use the Materials solely in connection with the speaking event provided by Corwin hereunder. Moreover, in no event shall Customer be permitted to: (a) alter, reproduce, distribute or otherwise use any Materials provided by Corwin under this Agreement, in whole or in part, in any manner whatsoever; or (b) photograph, audio tape, video tape, or otherwise record or broadcast an event, presentation or any of the Services provided by Corwin under this Agreement, in whole or in part, in any manner whatsoever.
9. Subcontracting. Corwin may engage subcontractors to perform the Services including, without limitation, speakers to deliver presentations at a speaking event.
10. Additional Services. Customer agrees that any interest for additional Services relating to Customer's professional learning needs will be directed to and contracted with Corwin. For the avoidance of doubt, such Customer interest will not be directed to any Corwin speaker, trainer, or consultant.
11. Miscellaneous. This Agreement constitutes the entire agreement between Corwin and Customer, and supersedes all prior agreements, representations and understandings of the parties whether written or oral. No amendment, supplement, or modification of this Agreement will be effective unless executed in writing by both Corwin and Customer. In the event of a conflict between a term of this Agreement and a term of Exhibit A, the term of this Agreement will control. Additionally, in the event of a conflict between a term of this Agreement and any ancillary Customer document, form or agreement (even if executed by the parties subsequent to the execution of this Agreement), the term of this Agreement will control. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions, and this Agreement will be construed in all respects as if any invalid or unenforceable

provision were omitted. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in Ventura County, California and administered by the American Arbitration Association in accordance with its then-existing Commercial Arbitration Rules. This Agreement may be executed in counterparts, each of which will be deemed the original, all of which together will constitute one and the same instrument. A faxed copy or other electronic copy will be deemed as an original.

Accepted and agreed to by:

Customer

Corwin

Name of Signer:
Title of Signer:

Dave West
Vice President, Sales

Date: _____

Date: _____

Exhibit A: See attached Investment and Timeline

Investment and Timeline

CA- Perris Union HSD - Fisher/Frey Collective 2019/2020

Resources	Author	Unit Price	Quantity	Discount	Resources Price	Total Price
F/F Collection						\$10,460.00
8/14/2019: <u>Nancy Frey</u> - \$10,460.00						
F/F Collection						\$10,460.00
10/4/2019: <u>Nancy Frey</u> - \$10,460.00						
F/F Collection						\$10,460.00
10/21/2019: <u>Nancy Frey</u> - \$10,460.00						
F/F Collection						\$10,460.00
11/4/2019: <u>Nancy Frey</u> - \$10,460.00						
F/F Collection						\$10,460.00
1/6/2020: <u>Nancy Frey</u> - \$10,460.00						
F/F Collection						\$10,460.00
1/29/2020: <u>Nancy Frey</u> - \$10,460.00						
Estimated Shipping						
TOTAL						\$62,760.00

- Pricing for Consulting Service Days are inclusive of all travel expenses.
- Investment above includes an estimate of Shipping Fees for books and resources and may vary based on rates that are applied at the time the order is shipped. A separate PO for books and resources will be requested and are required without a signed contract. Resources and books will be invoiced separately from professional development services. Books and resources will be shipped approximately 30 days prior to engagement; please notify Corwin with specific delivery requests. Expedited shipping will apply should the client request it.
- Copying and distribution of any handouts is the Client's responsibility.
- Consultant will hold above date(s) on his/her calendar for 30 days, at which time he/she may need to release the hold for another Client. Corwin recommends moving to contract within 30 days, if possible, so as to secure this date on his/her calendar.
- All payments indicated above are exclusive of all federal, state, local and foreign taxes, levies and assessments. The Client will be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority, and taxes will be included at the time of invoice; tax exempt form should be included with PO and signed contract, if applicable.
- This proposal for services is intended to be a working document and is subject to change based on client needs.