

AGREEMENT FOR CONSULTANT SERVICES

THIS agreement (the "AGREEMENT") is made and entered into the EFFECTIVE DATE, between Malachied, Inc., DBA: The Breakthrough Coach, hereinafter called CONSULTANT, and the Sylvan Union School District, Modesto, CA, listed on Exhibit A, hereinafter called DISTRICT.

WITNESSETH

WHEREAS, CONSULTANT is especially trained and experienced and competent to perform the SERVICES pursuant to this AGREEMENT, the parties hereto agree as follows:

1. SERVICES TO BE RENDERED BY CONSULTANT

CONSULTANT agrees to perform SERVICES to the DISTRICT at times and places mutually acceptable to DISTRICT and CONSULTANT as detailed in Exhibit A.

The parties shall use commercially reasonable efforts for the SERVICES to start on BEGINNING DATE and ENDING DATE.

CONSULTANT, as an independent contractor, agrees to carry worker's compensation insurance on anyone in his/her employ. While performing the SERVICES herein, CONSULTANT is an independent contractor and not an officer, agent, or employee of the DISTRICT.

2. GOODS/SERVICES TO BE PROVIDED BY DISTRICT

DISTRICT agrees to provide the following goods/services to support the SERVICES:

- Conference space - See Exhibit B
- Minimum of (1) staff member to manage and support the SERVICES
- AV equipment requested by CONSULTANT – See Exhibit B
- Photocopying of handouts
- Administrative supplies
- Food (lunch) and beverage catered in each day
- A list of all COURSE attendees to include name, title, district, address, phone, email, sent via email to CONSULTANT at least one week prior to course.

3. PERIOD OF AGREEMENT

The SERVICES are proposed to start on the BEGINNING DATE and end on the ENDING DATE. Any changes are subject to prior and mutual agreement between the parties. See Exhibit C for additional details and signature.

4. PAYMENT

DISTRICT shall pay the CONSULTANT the FEES, plus EXPENSES (or the CANCELLATION FEE, as the case may be)

CONSULTANT shall invoice DISTRICT for program deposit upon signature of this AGREEMENT, and for program balance upon the completion of the SERVICES (or when the CANCELLATION FEE accrues, as the case may be), and DISTRICT shall remit payment no later than thirty (30) days after receipt thereof. Any undisputed amounts payable under this AGREEMENT which are not paid within the thirty (30) days shall be subject to interest from the due date until actual paid at a rate equal to the lower of twelve percent (12%) or the highest statutory interest rate.

5. EXPENSE REIMBURSEMENT

FEES include all research, planning, travel time, and administration. Out-of-pocket expenses for transportation /food /lodging/shipping & handling will be billed as incurred during the engagement, and will not exceed MAXIMUM EXPENSES (the "EXPENSES").

6. NON-DISCLOSURE OF MATERIALS AND INFORMATION

DISTRICT agrees that any and all goods or SERVICES provided by or developed for DISTRICT are intended only for the personal professional use of DISTRICT personnel and/ or other attendees participating in CONSULTANT'S PROGRAM, *How to Work Less, Produce More & Still Get the Job Done* (the "PROGRAM"), and will not be disseminated to non-DISTRICT personnel other than those who attend the PROGRAM. CONSULTANT is the exclusive creator, owner, and provider of all aspects of The Breakthrough Coach and the PROGRAM, including all materials, information (oral or written), or training provided or referenced therein, which constitute CONSULTANT'S work product. CONSULTANT'S materials, training, and instruction are copyrighted with all rights reserved worldwide. DISTRICT agrees that neither it nor DISTRICT employees, nor agents, nor other personnel authorized to participate in the PROGRAM, nor others acting on behalf of DISTRICT, DISTRICT personnel and other personnel authorized to participate in the PROGRAM, will copy, record, reproduce, deliver, publish, perform, create derivative works, dispose of, use, re-use, or repeat, in whole or in part, any materials, information (oral or written) or training provided by CONSULTANT in or related to the PROGRAM without the express written consent of CONSULTANT. DISTRICT agrees that, upon written request by CONSULTANT, it will within 48 hours return to CONSULTANT any and all materials (and copies thereof) provided by CONSULTANT to DISTRICT, DISTRICT personnel, or other personnel authorized to participate in the PROGRAM, that are related in any way to the PROGRAM.

7. INDEMNIFICATION

DISTRICT will indemnify and hold harmless CONSULTANT, its officers, directors, employees, and agents from any and all claims, losses, liabilities, damages, expenses and costs, including attorney's fees ("Claims") asserted by any third party that are proximately caused by (a) DISTRICT'S breach of its obligations herein; (b) any claim that any of the materials/information delivered, created or otherwise provided by DISTRICT to CONSULTANT hereunder infringes a copyright, patent, trademark, trade secret or other proprietary right of a third party or obligation of confidentiality to a third party; or (c) actions or omissions of DISTRICT. CONSULTANT shall have the right to defend such claim with counsel reasonably acceptable to the other party. Likewise, CONSULTANT will indemnify and hold harmless DISTRICT and its associated companies, and their respective officers, directors, employees, and agents

from any and all claims, losses, liabilities, damages, expenses and costs, including attorney's fees ("Claims") asserted by any third party that are proximately caused by (a) CONSULTANT'S breach of its obligations herein; (b) any claim that any of the SERVICES and/or deliverables delivered, created or otherwise provided by CONSULTANT hereunder infringes a copyright, patent, trademark, trade secret or other proprietary right of a third party or obligation of confidentiality to a third party; or (c) actions or omissions of CONSULTANT. DISTRICT and its associated companies shall have the right to defend such claim with counsel reasonably acceptable to the other party.

8. MISCELLANEOUS

- a) Neither party shall assign this agreement or any part thereof without the written consent of the other party.
- b) The provisions of this Agreement shall be binding upon and inured to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or TBC an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or TBC.
- c) In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorney's costs and fees, whether incurred at bankruptcy, administrative, mediation, arbitration, or trial and/or appellate level of proceedings.
- d) No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- e) This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regards to any conflict of provisions therein. The parties hereby irrevocably consent to the exclusive jurisdiction of the Federal and State courts located in Duval County, Florida, for resolution of all disputes between the parties arising under this Agreement.
- f) This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.
- g) In the event there is a discrepancy between the terms of this Agreement and any other agreement signed between the parties, the terms of this Agreement shall prevail.

[SIGNATURE PAGE FOLLOWS]

AGREED AND ACCEPTED

Malachied, Inc.
DBA - The Breakthrough Coach
716 Mill Stream Road
Ponte Vedra, FL 32082

Sylvan Union School District
605 Sylvan Ave.
Modesto, CA 95350
United States

FED ID#: 33-0988791



Jill Pancoast, Vice President, TBC

For DISTRICT

April 1, 2017

Date

Date

EXHIBIT A

DISTRICT: Sylvan Union School District, 605 Sylvan Ave., Modesto, CA 95350

EFFECTIVE DATE: April 1, 2017

BEGINNING & ENDING DATE: July 26, 2017 – February 28, 2018

SERVICES:

- A two-day, management development course for DISTRICT's administrators and their secretaries led by 1 TBC CONSULTANT. Course scheduled for 8 AM – 4 PM both days.
 - **July 26 & 27, 2017**
- Program support materials for each team in attendance including: (1) "Clean Your Office" Streaming Video, (1) Scheduling Guide, (1) Curriculum Guide, (1) Executive Summary Podcast, (1) Podcast Series, and access to all TBC online copyrighted materials including The Breakthrough Coach Mobile App for iPhone & iPad – **Delivered on July 27, 2017**
- A one-day follow-on course for 2-Day Program graduate teams
 - **Day 3 to be held no later than February 28, 2018**
 - Scheduled for 8 AM – 4 PM.
- No DISTRICT or outside consultants permitted in the program.

FEES: DISTRICT agrees to pay CONSULTANT the sum of \$24,500.00 for three course days and all follow-on materials, **for up to 30 teams of two** (1 administrator + 1 secretary).

- Additional teams of two #31-40 = \$735 per team
- Additional teams of two #41-50 = \$694 per team
- \$544 per add'l AP with no secretary (1 admin + 1 scty + 1 AP)
- \$272 per add'l secretary for teams three (1 admin + 2 sctys)

PAYMENT SCHEDULE:

Request for payment shall be made progressively, by way of invoice, with final payment to be made by March 30, 2018. Completed work and associated expenses will be documented in each invoice.

- Payment #1: \$8000.00 deposit due 45 days from signature and acceptance of this agreement.
- Payment #2: 16,500.00 + any additional team fees and first round of travel expenses due by August 30, 2017
- Payment #3: 2nd round travel expenses for Day 3 Course due by March 30, 2017.

EXPENSES: Maximum travel/shipping expenses not exceed \$3000.00. CONSULTANT will present receipts and tally of expenses in each invoice submitted for payment.

CANCELLATION AND/OR RESCHEDULING FEES

If DISTRICT cancels or reschedules the initial 2-Day Program within 60 days of the scheduled 2-Day Course, CONSULTANT will keep DISTRICT'S deposit. If CONSULTANT cannot enforce this agreement for any unforeseen reason(s), CONSULTANT will fully refund deposit to DISTRICT.

EXHIBIT B

Conference Room Requirements

ROOM SIZE:

- 30-60 participants – 1500 square feet
- 40-80 participants – 1700 square feet
- 50-100 participants – 2000 square feet
- Room equipped with wifi for Day 3
- Room access from 7:15 am – 4:30 pm each day

Client initials

TABLES:

- Rounds or rectangles that can hold 6/table facing towards presenter
- 6 chairs per table

Client initials

MICROPHONE:

- 1 handheld (audience)
- 1 lavalier mic (presenter)

Client initials

SCREEN SIZE:

- Up to 30 people – (1) 6x8 ft screen
- 30 – 100 people – (1) 8x12 ft screen

Client initials

PROJECTION:

- 1 LCD Projector
- 1 Laptop cart

Client initials

MISCELLANEOUS:

- 1 speaker's podium or steel music stand
- 1 flip chart on easel with working markers
- Admin supplies on each table

Client initials

DISTRICT agrees to provide the above-listed space, materials and equipment required to produce CONSULTANT program for the term of this agreement.

Name: _____

Signature: _____

Date: _____

EXHIBIT C

TBC Program Production Timeline

Conversation	Who	When	Outcome
Follow-up with Client to Get Contract & Deposit Back	<i>Stacey Rubino (Exec. Sect'y); Barbara Weise (Financial Sect'y)</i>	6 mos prior to 2-Day Program	Contract signed & in office; deposit check in
Event Space Confirmation	<i>Alisa Worman – Dir. of Educator Events</i>	6 mos prior to 2-Day Program	Discuss event space needs; adjust if necessary
Publicity Needs	<i>Elisabeth Pancoast – Marketing Director</i>	6 mos prior to 2-Day Program	Generate marketing tools and strategy to fill the program
Travel Arrangements	<i>Alisa Worman</i>	3 mos prior	Airline, car & hotel booked
Presentation Needs	<i>Alisa Worman</i>	2 months prior	Room set-up & presenter needs confirmed
Class List	<i>Stacey Rubino</i>	2 weeks prior	All participants uploaded to TBC system
Follow-up Materials	<i>Alisa Worman</i>	2 weeks prior	Course materials arrival confirmed
Final Confirmation	<i>Alisa Worman</i>	1 week prior	Outstanding event details discussed; info sent to presenter
Schedule Debrief	<i>Stacey Rubino</i>	1 week after event	Client contact & Jill Pancoast scheduled to debrief event
Debrief	<i>Jill Pancoast – TBC VP</i>	2 weeks after event	Debrief event; Determine next steps for executive coaching client
Schedule Day 3	<i>Stacey Rubino</i>	1 month after 2-Day	Day 3 date set
“Getting to know you”	TBC Coach <i>TBD</i>	3 weeks after 2-Day	Coach and coaching client formally meet by phone
Coaching Program Starts	TBC Coach <i>TBD</i>	1 month after 2-Day	Coach & coaching client begin coaching engagement
Process Repeats for Day 3 Event Planning AND			
Day 3 Prep Call	Day 3 Presenter	1 month prior to course	Day 3 Presenter brought up to speed by Client about how org-wide implementation is going, Client’s goals for Day 3 and how Client contact will introduce Presenter at Day 3
Day 3 Prep Call	Day 3 Presenter	2 weeks prior to Day 3	Final prep call w/ client

I have read, understand, and agree to TBC’s Program Production Timeline.

Print Name
Date _____

Signature