

## TRAINING SERVICES AGREEMENT

This Training Services Agreement ("Agreement") entered into as of this 11<sup>th</sup> day of June, 2019 ("Effective Date"), is made by and between **STAR AUTISM SUPPORT, INC.**, an Oregon corporation ("SAS"), and Sylvan Union School District ("Client"). SAS and Client are collectively referred to in this Agreement as the "Parties."

### BACKGROUND

- A. SAS provides training, workshops and consultation services in the field of special education.
- B. Client desires to engage SAS for the purpose of providing the services that are described in the attached **Exhibit A** (the "Services"), which is incorporated into this Agreement by this reference.
- C. SAS desires to provide the Services according to the terms and conditions expressed herein.

**Now, therefore**, in consideration of the mutual promises contained herein, the Parties agree as follows:

- 1. **Incorporation of Background**. The foregoing Background Section is incorporated into this Agreement by this reference.
- 2. **Engagement**. Client engages SAS as an independent contractor to provide or perform the Services.
- 3. **Client's Obligations**. Client agrees to provide facilities, seating, tables, projectors, televisions, and handouts for each participant as may be appropriate in order for SAS to provide the Services.
- 4. **Compensation**. Client agrees to compensate SAS for performance of the Services, and reimburse SAS for expenses, as outlined in the invoice attached hereto as **Exhibit B**.
- 5. **Use of Materials**. Client acknowledges that SAS owns or has permission to use any and all copyrighted materials that SAS will use in performing the Services, whether or not such materials carry a formal copyright notice.

**5.1 License Grant.** SAS grants to Client a limited, nonexclusive, non-sublicenseable, non-transferable license to use, display and make copies of any handouts, displays, lesson plans, presentations, pictures, videos, DVDs, or any other materials owned by SAS (the "Materials") solely as may be necessary for the successful completion of the Services. Any copies of the Materials shall include the following copyright notice: "© 2011 Star Autism Support, Inc. All rights reserved."

**5.2 Restrictions on Use.** Unless otherwise specifically authorized in writing by SAS and except as allowed in the license grant above, Client shall not, for any purpose, reproduce, copy, distribute, perform, display, or create derivative works of the Materials. Client also agrees not to use the Materials in any manner whatsoever that would derogate or detract from the reputation of SAS or the Material.

**6. Use of SAS's Marks.** Client acknowledges that SAS is the sole owner of trademarks and service marks including, but not limited to, "STAR" and "STAR AUTISM SUPPORT" (the "Marks").

**6.1 License Grant.** Subject to the terms and conditions of this Agreement, SAS grants to Client a limited, nonexclusive, non-sublicenseable, non-transferable license to use the Marks for the exclusive purpose of promoting, marketing and advertising the Services.

**6.2 Restrictions on Use.** Unless specifically authorized in writing by SAS, Client shall not use any of the Marks for any purpose except as authorized in the license grant above. Without limiting the generality of the foregoing and for purposes of example only, Client shall not use any of the Marks to promote, market or advertise any workshop, training, program, or class in which SAS is not involved. Client also agrees not to use the Marks in any manner whatsoever that would derogate or detract from the reputation of SAS or the Marks.

**6.3 Guidelines; Pre-Approval.** When preparing any marketing or promotional material for the Services, Client shall include a "®" symbol on any registered Mark and a "™" symbol on any unregistered Mark when such marks are used to promote the training. SAS shall provide information on which marks are registered and which are not registered upon written request. In addition, the footer of any promotional material shall identify the Marks used and include a statement indicating that such Marks "are the sole property of Star Autism Support, Inc." Any marketing, promotional or advertising materials related to the Services must be pre-approved, in writing, by SAS.

**6.4 Acknowledgement.** Client hereby covenants not to directly or indirectly challenge (including to oppose or attempt to cancel) any rights of SAS to the Marks or to adopt or attempt to register any mark that is the same as or similar to any of the Marks in any country. Client also acknowledges and agrees that the use of any Marks licensed under this Agreement will inure to the benefit of SAS. Nothing contained in this Agreement shall provide Client any proprietary right in or to any Mark.

**7. Independent Contractor Relationship.** SAS's relationship with Client is that of independent contractor, and nothing in this Agreement is intended, or should be construed, to create a partnership, joint venture, or employer-employee relationship. Client and its personnel are not the agents of SAS and are not authorized to make any representation, contract or commitment on behalf of SAS, and vice versa.

**8. Remedies.** The Parties agree that any breach of this Agreement by Client may cause irreparable harm, the dollar amount of which would be impossible to ascertain, and that there is no adequate remedy at law for a breach by Client of this Agreement. Therefore, in addition to any other rights or remedies it may have, SAS shall have available the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this Agreement. Client further agrees that no bond or other security shall be required in obtaining such equitable relief and consents to the issuance of such injunction and to the ordering of specific performance.

**9. Indemnification.** Client shall indemnify and hold harmless SAS from and against any and all claims and actions against SAS or any of its directors, officers or employees, and any and all demands, obligations, liabilities, losses, damages, costs, and expenses (including,



without limitation, reasonable attorneys' fees and costs) relating to those claims or actions, arising from or related to: (i) any breach of this Agreement; or (ii) any other negligent, reckless or intentional acts of Client or its employees or agents.

**10. Assignment.** SAS has entered into this Agreement in contemplation of personal performance by Client, and it is SAS's intention that a transfer of the licenses or rights not occur without SAS's express written consent. Accordingly, neither this Agreement nor any licenses or rights hereunder, in whole or in part, shall be assignable or transferable by Client (by operation of law or otherwise) without SAS's express written consent. Any purported assignment or transfer by Client (by operation of law or otherwise) without SAS's necessary consent shall be void without affecting any other licenses or rights hereunder.

**11. Term.** The term of this Agreement shall be one (1) year commencing on the date set forth above unless otherwise terminated as provided herein. This Agreement shall automatically renew itself under the same conditions set forth in this Agreement for an additional term of one (1) year unless at least sixty (60) days prior to the expiration of the term of the Agreement either Party notifies the other Party in writing that the Agreement is to terminate. Either Party may terminate this Agreement at any time, with or without cause, by giving at least sixty (60) days' advance written notice to the other Party, subject to the terms of Section 12 below. Sections 5 through 10 and 15 through 21 shall survive any termination of this Agreement.

**12. Cancellation; Termination Fee.** Client may cancel the Services with no cancellation fee by delivering written notice to SAS sixty (60) days prior to the first date scheduled for performance of the Services. If Client desires to cancel the Services within sixty (60) days, but shall pay a cancellation fee according to the table below:

<u>Written Cancellation Postmarked</u>	<u>Cancellation Fee</u>
30-60 Days Prior to Scheduled Performance	\$500
14-30 Days Prior to Scheduled Performance	25% of Fee Plus Travel Expenses Incurred
0-14 Days Prior to Scheduled Performance	50% of Fee Plus Travel Expenses Incurred

**13. Unavoidable Circumstances.** If, due to no fault or negligence on the part of SAS, SAS is unable to perform its obligations under the terms of this Agreement, either in whole or in part, as a result of any fire, riot, storm, natural disaster, act of God, act of the public enemy, war, epidemic, labor dispute, strike, or other similar unforeseeable cause beyond the reasonable control of SAS, the Parties shall be excused from their obligations under the terms of this Agreement to the extent the Parties are unable to reschedule performance of the Services.

**14. Governing Law, Disputes, and Venue.** Except for issues preempted or controlled by federal law, any dispute arising with respect to this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon exclusive of its conflict of laws provisions. The place for resolution of any dispute shall be in a court of competent jurisdiction located in Multnomah County, Oregon. Client waives all defenses to such jurisdiction and venue, including defenses of lack of personal jurisdiction and forum non conveniens.



**15. Severability.** The invalidity or unenforceability of any provision within this Agreement shall in no way affect the validity or enforceability of the remainder of this Agreement or any other provision hereof.

**16. Modification; Waiver.** No oral modifications of this Agreement shall be effective, and no delay or failure on the part of either party to insist on compliance with any provision hereof shall constitute a waiver of such party's right to enforce such provision.

**17. Integration.** This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written. It is expressly understood and agreed that this Agreement controls the independent contractor relationship between the Parties for all work performed by SAS for Client during the term of this Agreement. Additional terms, conditions and requirements that are specific to any particular project may be set out in writing so long as such terms, conditions and requirements are not inconsistent with the terms of this Agreement.

**18. Attorneys' Fees.** In the event litigation shall be initiated to enforce any provision of this Agreement, the prevailing Party in such litigation shall be entitled to recover reasonable attorneys' fees and expenses incurred in such litigation in addition to any other recovery to which such party may be legally entitled.

**19. Disclaimer.** SAS makes no representations nor extends any warranties of any kind. Except as specifically stated in this Agreement, SAS assumes no responsibility or obligations whatsoever, and SAS confers no right by implication, estoppel or otherwise.

**20. Independent Counsel.** Client acknowledges that it has carefully read and fully understands all provisions of this Agreement and that this Agreement governs its relationship with SAS. Client acknowledges that this Agreement was drafted by counsel for SAS. In executing this Agreement, Client acknowledges it has sought independent legal advice or has waived such right after being given adequate time to seek such advice.

**21. Dispute of Terms.** In the event the terms of this Agreement are disputed by the Parties, both Parties agree that the terms shall not be interpreted against the SAS merely because the Agreement was drafted by SAS's counsel.

**22. Notice.** Any notice under this Agreement to either Party shall be delivered via certified United States Postal Service mail or via overnight carrier at the addresses listed below.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the date written above.

SAS  
Star Autism Support, Inc.  
6663 SW Beaverton Hillsdale Hwy #119  
Portland, OR 97225

By:

Signature: \_\_\_\_\_

Client  
Sylvan Union School District  
605 Sylvan Ave  
Modesto, CA 95350

By:

Signature: \_\_\_\_\_

**EXHIBIT A**  
**Description of Services/Products**

**STAR Program 2-Day Comprehensive Workshop**

# Sylvan Union School District: Exhibit B



## STAR Program Comprehensive Workshop

### Activities

- ◆ **Two Day STAR Workshop** on implementation of ABA strategies found in the STAR Program \*see attached description.

### Recommended Participants (maximum 30)

- ◆ Teachers
- ◆ Paraprofessionals
- ◆ Supporting Staff (SLP, OT, Psychologists, etc.)
- ◆ Administrators

### Estimate of Training Fees (1 trainer x 2 days)

- ◆ \$3,500.00 (\$1,750.00/day)

### Estimate of Total Travel Expenses

- ◆ \$1,250.00

## Total Pricing

Quantity	Item	Total
2 Days	STAR Program Comprehensive Workshop (1 Trainer Plus Travel)	\$4,750.00
	<b>Total:</b>	<b>\$4,750.00</b>