



**AGREEMENT BETWEEN THE
William S. Hart Union High District District/Sequoia School
and
LEARNING KEYS PARTNERS, INC.**

This Agreement is entered into by and between the William S. Hart Union High District District hereinafter referred to as “District” and Learning Keys Partners, Inc., a Texas Corporation located at 1450 Shanklin Road, Belton, Texas 76513, hereinafter referred to as “Consultant.”

WHEREAS, The District has identified Learning Keys Partners, Inc. as the preferred provider of services for **Connect the Brain - Trauma Based Training** (see attachment) and desires to contract with Learning Keys Partners, Inc.; and,

WHEREAS, Learning Keys Partners, Inc. provides high quality professional development products and services, many of which are sole source, to educators in the District that include printed training materials; and,

WHEREAS, Consultant is specially trained and possesses the necessary skills, experience, education, and competency, and licenses or credentials to perform the required services.

NOW, THEREFORE, District and Consultant agree as follows:

I

TERM

The Agreement shall run from date of execution through March 11, 2018 with the work conducted on March 10, 2018.

RESPONSIBILITIES OF CONSULTANT. Consultant agrees to provide to the District, for the benefit of the District: **Connect the Brain-Trauma Based Training**.

RESPONSIBILITIES OF DISTRICT AND COMPENSATION

1. To the extent that Consultant's services are contracted for by the District and such services are provided to teachers at the District, the District shall pay Consultant for services provided under this Agreement a total not to exceed the District's allocation for the following period and entitlement not to exceed (\$4300.00).
2. Payment shall be according to the terms as follows:

Payment Date	Amount of Payment
March 30, 2018	\$4300.00

II

INDEPENDENT CONTRACTOR

For purposes of this Agreement and all services to be provided hereunder, Consultant shall not be considered a partner, co-venturer, agent, employee, or representative of District, but shall remain in all respects an independent contractor. Neither party hereto shall have any right or authority to make or undertake any promise, warranty, or representation, to execute any contract, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party. As an independent contractor, Consultant shall not participate in any employee benefits provided by District, to its employees, including worker's compensation insurance, disability, pension or other employee plans. Consultant assumes full responsibility and liability for the payment of any taxes due on money received by Consultant hereunder. In making payments to Consultant under this Agreement, District will not make any deductions for taxes.

III

AMENDMENT

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing.

IV

TERMINATION

This Agreement may be terminated upon sixty (60) days written notice by either party to this Agreement. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortuous conduct. District shall pay for all work provided through the date of termination.

V

ASSIGNMENT

Neither Consultant nor District may assign or transfer any interest in this Agreement without the prior written consent of the other party.

VI

INDEMNIFICATION

1. Consultant agrees to defend, indemnify, and save free and harmless District, its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of Consultant, its officers, agents, or employees.
2. District agrees to defend, indemnify, and save free and harmless Consultant, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of District, its officers, agents, or employees.

VII

OWNERSHIP

1. The entire right, title and interest in and to any invention or work product that is conceived, reduced to practice, created, or developed by Consultant through performance taken pursuant to this Agreement shall be the property of Consultant ("Work Product"). Other than Work Product, it is recognized and understood that the inventions, materials, and technologies of Consultant that were conceived, reduced to practice, created, or developed by Consultant prior to execution of this Agreement ("Existing Work Product"), including but not limited to any copyrighted materials, are Consultant's separate property and are not affected by this Agreement and District shall not have any claims to or rights in such Existing Work Product. Consultant hereby grants District an exclusive, transferable,

royalty-free license to publish, disclose, distribute and/or otherwise use any Work Product produced by Consultant under this Agreement.

2. Nothing in this Agreement shall be construed as granting District any license, for any purpose, under any patent, copyright, or other intellectual property rights of Consultant.
3. District and Consultant will obtain prior written permission from each other before using the name, symbols, and/or marks of the other in any form of publicity in connection with the work performed under this Agreement. This shall not include legally required disclosure by the District that identifies the existence of the Agreement. Further, District's use of the name, symbols, and/or marks of Consultant, or the names of Consultant's employees or independent contractors, shall be limited to identification of Consultant as the purveyor of services under this Agreement.

VIII

CONTRACT DOCUMENTS

This agreement includes the terms and conditions set forth in this document.

IX

DIVERSITY PROGRAMS

Consultant agrees to comply with any applicable District employment or contracting diversity programs, policies, or procedures.

Consultant represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this Agreement without the prior written approval of District.

Consultant's obligation of confidence with respect to information submitted or disclosed to Consultant by District hereunder shall survive termination of this Agreement.

X

CONFIDENTIAL INFORMATION

1. By virtue of this Agreement, the parties may have access to information that is confidential ("Confidential Information"). The term "Confidential Information" as used in this Agreement, shall mean any information or material that is proprietary to either party or designated as Confidential Information by either party, whether or not owned or developed by such party, which is not generally known by personnel outside the employ of the respective party, and knowledge of which may be obtained through or as a result of this relationship, access to each

other's premises, or communications with each other's employees or independent contractors. Confidential information shall specifically include any demonstration database(s) and all data contained therein, all data exported therefrom, any copies thereof, whether original or altered, any updates to such database(s) and any identification or disclosure of the source or ownership of such data.

2. District understands that the improper use of, or disclosure to any person or organization other than that of Consultant of the Confidential Information would be highly detrimental and damaging to Consultant and is potentially damaging to others who may have identification contained within such database(s).
3. District agrees that it will not at any time, directly or indirectly, use this Confidential Information for any purpose other than as known to Consultant, or disclose any of the Confidential Information to any person or organization without the express written permission of Consultant. Furthermore, District agrees to take all necessary and appropriate steps to ensure that the security of the Confidential Information will be maintained.
4. If and when requested by Consultant, District will delete all copies of Confidential Information from all storage media and return or destroy all documents in District's possession containing such Confidential Information.
5. District agrees that during the term of this Agreement District will not improperly use or disclose any proprietary or confidential information or trade secrets of any person or entity with whom District has an agreement or duty to keep such information or secrets confidential.
6. Promptly upon the expiration or termination of this Agreement, and earlier if requested by District at any time, District shall deliver to Consultant at Consultant's expense all Confidential Information of Consultant.
7. All Confidential Information of Consultant shall remain subject to this Agreement for a period of five (5) years from the date of this Agreement unless terminated by written notice from Consultant.

XI

MISCELLANEOUS

1. This Agreement shall be deemed as having been signed in the State of Texas and shall be governed by the laws of the State of Texas. This allows the parties to agree that a particular state's laws will be used to interpret the agreement, even if they live in (or the agreement is signed in) a different state. Venue shall be at Sequoia School Santa Clarita, CA.

2. Except as provided herein, nothing herein contained shall be construed to limit in any manner the parties in the carrying on of their own respective businesses or activities. Either party to this Agreement may engage in and/or possess any interest in other business ventures of every nature and description, independently or with others, whether existing as of the date hereof or hereafter coming into existence, and the other party shall have no rights in or to any such independent ventures or the income or profits derived therefrom.
3. Any notice, request, demand, report, offer, acceptance, certificate or other instrument which may be required or permitted to be delivered to or served upon the parties shall be deemed sufficiently given or furnished to or served upon any such party if in writing, and (i) mailed via certified or registered mail, return receipt requested, addressed to any such party at the address shown above, or at such other address of which any party may notify the other party, or (ii) served by courier service upon the addressee at its address aforesaid with proper postage or delivery charges paid. Any notice sent by registered or certified mail shall be deemed served, given or furnished on the fifth day following the day on which such notice is deposited in the United States Postal Service with proper postage paid. Any notice sent by courier service shall be deemed served on the date of delivery thereat; or the date of attempted delivery (if receipt thereof is refused by the address or if its last address furnished by such party is invalid).
4. This Agreement reflects the entire understanding in writing and supersedes and takes precedent over anything discussed via E-mail, fax, phone or otherwise. Anything further to this Agreement must be set forth in the form of a written attachment/addendum and signed by both parties if agreeable.
5. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute only one and the same instrument.
6. The individual set forth below in this paragraph shall be Consultant's prime contact with LKP with regards to Consultant's services hereunder and shall be responsible for obtaining approval for Consultant's scope of work and expenses reimbursement under this Agreement.

Name: Debra Payne

Title: Owner

Phone: 979-492-2715

Fax: 254-933-9498


Address: 1450 Shanklin Road

Belton Texas 76513

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the date first above written.

Learning Keys Partners, Inc.

William S. Hart Union High District District
21445 Centre Point Parkway
Santa Clarita, CA. 91350

By: 

Printed: Debra Payne

By Superintendent or Designee:

Title: Owner; Learning Keys Partners, Inc.

Date: 1/18/18

Printed: _____

Title: _____

Date: _____