



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

This Agreement is entered into by and between the William S. Hart Union High 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 **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 April 15, 2018 with the work conducted on April 14, 2018.

RESPONSIBILITIES OF CONSULTANT. Consultant agrees to provide to the District, for the benefit of the District: **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 (\$6800.00).
2. Payment shall be according to the terms as follows:

Payment Date	Amount of Payment
April 30, 2018	\$6800.00

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 of 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

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 Bowman Continuation High 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
21380 Centre Point Parkway
Santa Clarita, CA. 91350

By: *Debra Payne*

Printed: Debra Payne

By Superintendent or Designee:

Title: Owner; Learning Keys Partners, Inc.

Date: 12/1/2017

Printed: _____

Title: _____

Date: _____