



Capturing Kids' Hearts Campus By Design™ Agreement 2020-2021

Prepared for:
La Mesa Junior High School

September 29, 2020



Capturing Kids' Hearts Campus By Design Agreement

La Mesa Junior High School
26623 May Way
Santa Clarita, CA 91351

Thank you for selecting The Flippen Group to serve your organization. Our goal is to provide you with training and services that will both motivate and empower your organization to advance to a new level of success. Please take a moment to review the information below, and then sign and return this form to us in order to confirm this agreement. We look forward to serving you.

This agreement is between The Flippen Group, L.L.C. and La Mesa Junior High School ("CUSTOMER"). This Capturing Kids' Hearts Campus By Design Agreement offers all of the Products as defined on the Process and Schedule table. In addition, all services offered as part of this agreement are exempt from price increases, allowing you to lock in current prices (at a savings to you).

SECTION 2: INVESTMENT

Confirmation:

- CUSTOMER agrees to contract with The Flippen Group for all the services on this agreement dated September 29, 2020.
- The Capturing Kids' Hearts Campus by Design Agreement and its rates will expire and can only be confirmed upon receipt of this signed document by October 29, 2020 in our main office at: The Flippen Group; Attn: Angie Shoffner, 1199 Haywood Drive, College Station, Texas 77845.

Payment Terms: Terms:

- Purchase order is required 45 days prior to each scheduled event.
- The fee for each service, including travel (if applicable), will be billed when services are rendered.
- Invoices are due upon receipt. Please make all checks payable to Flippen Group.

Additional Charges (if applicable):

- A \$200.00 fee will be charged per person over 25 participants (not to exceed 30) per *Teacher Insights*.

Travel:

- **Travel Package for each service is part of the CKH Campus By Design Agreement total.** Travel inside the Continental United States will be billed separately at rate of \$1,000.00 for one-day events, \$1,500.00 for two-day events, and \$1,800.00 for three-day events (per trainer). Travel rates are subject to change. Travel expenses that The Flippen Group has incurred and that have to be cancelled as a result of rescheduling or cancelling of a service without two weeks notice, may result in an extra charge to your organization.

SECTION 3: POLICIES

Scheduling:

- The Flippen Group's Event Planning Department will contact you within 1 week of the signing of this agreement to begin setting up specific dates for services to be rendered on the process schedule. The Flippen Group will need someone designated in your organization to work with on scheduling and event planning needs as follows below.

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- Scheduling benchmarks - Within 30 days of signing of the CKH Campus By Design Agreement, at least 50% of events must be scheduled with The Flippen Group. Within 90 days of signing of the agreement, the remainder of events must be scheduled with The Flippen Group.
- Confirmation of all scheduled dates will be made via email.
- Should another trainer be needed for *Capturing Kids' Hearts 1* or *CKH 1 Process Champions* due to group size, we will need 90 day notice as this is subject to availability.
- *Capturing Kids' Hearts 1* should be scheduled from 8:00 AM – 5:00 PM. All other trainings should be scheduled from 8:00 AM – 4:00 PM each day.
- In the event of an emergency or illness the consultant would need to be rescheduled for another time, as there is not an on-call trainer available.

Deposits and Cancellations:

- No deposit is required. The Flippen Group requires cancellation notice of **90 days** prior to any scheduled date of service. Cancellation notice received inside the 90-day window will result in full contractual fee being assessed. Services unused by your organization in each calendar year are forfeited.
- Force Majeure: Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement in such circumstances. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

Accountability:

- The Flippen Group commits to reserve the capacity needed to fulfill the terms of this agreement. The Flippen Group is committed to transformational impact. Our consultant will not move to next steps on the process schedule without implementation of previous events and/or successful *TrAction* being made by participants involved. Should this occur, certain dollars set aside for future line items on process schedule may be reallocated to reinforce previous events that need more accountability.

Considerations:

- Video and/or audio taping is strictly prohibited without prior written approval by The Flippen Group.
- Media representatives are not allowed to attend training without prior written approval by The Flippen Group.
- The Flippen Group has permission to contact staff members via email.

Facilities:

- The Flippen Group has a core principle to exceed our customer's expectations. We know the training environment can significantly impact the quality of the training. To make sure your staff is comfortable and to ensure outstanding results for those attending, we will need your help in arranging the facility based on the specifications found below.
- A quiet and service oriented facility should be selected for all scheduled trainings.
- We recommend the *Capturing Kids' Hearts 1* training not be conducted on district or school properties. Room must be at least 2,800 square feet (40'X70').
- *CKH 1 Process Champions* may be provided at the campus facilities as long as adequate space, quiet, and privacy are available.

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- CUSTOMER will coordinate the facilities needed for trainings with the expense being incurred by your organization, as written in this agreement.
- The Flippen Group and your organization will mutually agree upon the location of any services/trainings 30 days prior to the event.
- Upon the signing of this agreement, The Flippen Group's Event Planning Team will provide CUSTOMER with meeting size requirements, setup needs (inclusive of table/chair arrangements, AV requirements, etc.). It is understood that CUSTOMER will make arrangements and cover expenses for all equipment and be in charge of setup in advance.
- Light beverages (NO alcohol) need to be set up by CUSTOMER for the entire day for all participants. Meals can be coordinated by CUSTOMER with facility or caterer of choice or left up to individuals on their own.

Intellectual Property

- The Flippen Group's intellectual property is a crucial part of providing training materials and consulting services to its clients, and the Flippen Group could not continue its work if its clients did not honor and respect the Flippen Group's intellectual property rights. None of our work or work product is done on a "work for hire" basis, and all of our material and work product is owned exclusively by the Flippen Group and is subject to one or more of the following: copyright, trademark, patent, license or trade secret. Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of the Flippen Group. By entering into this agreement you are expressly acknowledging and agreeing to the matters set forth in this paragraph and you are agreeing that none of the training materials, notebooks, videos, presentations, processes or concepts may be used by you, for any purpose, without the express advance written consent of the Flippen Group. In addition, you are agreeing to have any of your engaged contractors or subcontractors sign an agreement to protect The Flippen Group's intellectual property.

SECTION 4: DISCLAIMERS

- CUSTOMER accepts the Products "AS IS" with all faults and errors. **THE FLIPPEN GROUP HEREBY DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE PRODUCTS EXCEPT FOR ANY SPECIFIC WARRANTIES THAT ARE EXPRESSLY PROVIDED IN THE TERMS OF THIS AGREEMENT. THE FLIPPEN GROUP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The entire risk as to the functionality, operation, and results is with CUSTOMER and The Flippen Group assumes no risk or obligation in connection therewith.
- The Flippen Group hereby disclaims any and all liability, risk, obligation, or responsibility for decisions made or actions taken by CUSTOMER after use of the Products. The Flippen Group shall in no way be responsible or liable for CUSTOMER's use of (1) the Products, (2) the information and data provided by third-parties in order to use the Products; or (3) the information or results obtained through the Products. The Flippen Group does not guarantee or warranty any particular result or success as a result of use of the Products. The Products should be considered tools to assist CUSTOMER but should not be treated as a singular solution.
- In no event shall The Flippen Group be liable for or responsible for any incidental or consequential damages or injuries related to CUSTOMER's use of (1) the Products, (2) the information and data provided by third-parties in order to use the Products; or (3) the information or results obtained through the Products. The maximum possible liability of the Flippen Group shall not exceed the lesser of the full retail cost of the Products or the amount that CUSTOMER paid for the Products.
- No information shared by The Flippen Group verbally or in writing can be constituted to be professional advice, such as medical, legal, financial, psychological, business, or counseling advice. Diagnosing medical or psychological conditions cannot be done through a coaching process and should only be done by licensed professionals.

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SECTION 5: CONFIRMATION

I have read the above information, and I understand and concur with all conditions of this agreement.

Signed: _____

(CUSTOMER's Authorized representative)

Date: _____

09/30/2020

Print Name: _____

Ralph Peschek

Title: _____

CEO

SECTION 6: CONTACT US

If you have any questions or need additional assistance, please do not hesitate to contact us.

The Flippen Group
Attn: Vern Hazard
Vern.Hazard@flippengroup.com
1199 Haywood Drive
College Station, TX 77845
Phone: 800-316-4311
Fax: 877-941-4700

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