



CONTRACT FOR PROFESSIONAL SERVICES

This is a contract between **South Pasadena Unified School District** (hereinafter referred to as Agency) and **Education Training and Research Associates** (hereinafter referred to as ETR), 100 Enterprise Way, Suite G300, Scotts Valley, California, 95066 for the performance of work set forth below.

1.0 Statement of Work

The purpose of this agreement is to provide a **one-day FLASH Training in South Pasadena, CA** during **April 17th, 2017** for the Agency in partnership with **Davis Unified School District** for a combined minimum of **10 participants**.

2.0 ETR agrees:

- 2.1 To prepare the training designs and participant materials for the **FLASH Training**.
- 2.2 To provide an experienced trainer to deliver the **FLASH Training**.
- 2.3 To deliver the **FLASH Training** on **April 17th, 2017**.

3.0 Agency agrees:

- 3.1 To pay ETR the price of **\$4,428** to carry out the scope of work specified in 2.0 above for **6 participants** for the **FLASH Training**. This total cost is based upon a fixed, **per participant price of \$738.00**. Total cost is subject to increase should Agency have more participants in attendance at the **FLASH Training**.
- 3.2 The fixed price includes:
 - labor costs for trainers, project coordination and logistical support;
 - participant training materials (not including the curriculum itself);
 - shipping/handling costs; and
 - all trainer travel expenses related to the training
- 3.3 To recruit internal training participants and direct any external participants to ETR for registration and payment.
- 3.4 To provide the training facilities and audio-visual equipment necessary to complete the scope of work specified in 2.0 above.
- 3.5 That if ETR does not receive a fully-executed contract from **Davis Unified School District** **45 30 days** prior to the training dates, this contract will be terminated.

4.0 General Terms and Conditions

- 4.1 The period of performance of this agreement shall begin upon receipt of a signed contract between ETR and Agency and continues through **November 17th, 2017**. The signed contract must be received by ETR a minimum of **45 30 days** prior to the training dates in order for ETR to deliver the training. If the signed contract is not received by this time, additional costs may be incurred for last minute trainer travel coordination, training material preparation and/or the training delivery date may need to be renegotiated.
- 4.2 This shall be a fixed price agreement in the total amount of **\$4,428**. Payment shall be made to ETR within 30 days of submission of the invoice by ETR.

- 4.3 In the event of a personal emergency, weather delays, etc. that prevents ETR trainers from presenting the training on the scheduled dates, both parties will work cooperatively to reschedule the training within two months.
- 4.4 All proprietary information provided to Agency relating to the performance under the contract is and shall be the sole property of ETR Associates. ETR Associates is and shall be the sole owner of all copyrights, trade secrets, training manuals, procedure manuals, marketing plans, strategies, forecasts, and customer lists and any other rights in connection therewith. Agency will keep in confidence and trust all proprietary information and will not use or disclose any proprietary information or anything directly relating to it without the written consent of ETR Associates.
- 4.5 No alteration or variation of terms of this contract and no understandings/agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.
- 4.6 In performing services under this agreement, ETR is an independent contractor and nothing herein is to be construed as establishing an employer-employee relationship. ETR agrees that all work will be performed in accordance with the highest professional standards.
- 4.7 The parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, or sex, be excluded from or denied participation in, or otherwise subjected to discrimination under and activity performed pursuant to this contract.
- 4.8 The parties agree to defend, indemnify and hold harmless each other from and against any and all claims, actions, suits, proceedings, judgments, damages, liabilities, costs and expenses, including reasonable attorney's fees, based upon, related to or arising directly or indirectly from any acts or omissions in the performance of this contract.
- 4.9 This agreement may be terminated by the mutual, written consent of both parties. Upon termination, ETR shall stop work. ETR shall be reimbursed for costs incurred to date of termination upon submission of an invoice within sixty (60) days of the date of termination.

APPROVED

Agency: South Pasadena Unified School District

ETR Associates

Signature: _____
 Name: DAVE LUBS
 Address: 1020 EL CENTRO STREET
SOUTH PASADENA, CA 91030
 Phone: 626-441-5810 X1110
 Email: dlubs@spusd.net
 Date: _____

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