



QUOTE for PROFESSIONAL DEVELOPMENT

This QUOTE is from Catapult Leadership & Professional Development to provide a virtual professional development masterclass as outlined below.

Scope of Services. Catapult agrees to provide the following services:

- a) A dynamic series of virtual professional development keynotes. Speaker titles and descriptions posted at www.CatapultLPD.com. Non-transferable participation in the masterclass is made available to a Team of three (3) persons from the institution. Select which professional development masterclasses you choose:

Table with 3 columns: Masterclass Topic, Term Selected, Number of Teams of 3. Rows include Career Readiness, CTE Recruitment & Marketing, Instructional Excellence, and Work Based Learning.

- b) Provide interactive Catapult Playbook to increase engagement, learning, reflection, and implementation.
c) Live 30-minute group Q&A sessions scheduled after each presentation. The specific Q&A date/time shall be provided to all registered participants.
d) Catapult newsletter, Certificate of Completion, and virtual huddles via a dedicated online platform for ongoing support and technical assistance.

The period of performance begins 8/1/2023 through the end of the term selected above.

The Institution will compensate Catapult \$3,000 per Team of 3, per masterclass, for a total of \$ . The total is to be paid lump sum after services have been performed.

Services are all-inclusive and virtual. The Institution will not additionally compensate Catapult for any travel expenses, materials, meals, lodging, tax, equipment, incidentals, or shipping.

QUOTE provided by:

Dr. Kevin J. Fleming, CEO

[Handwritten signature] 5/3/2023

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## STANDARD TERMS AND CONDITIONS

1. Relationship of Parties: It is understood by all parties that Catapult LPD is an independent contractor with respect to the Institution, and not an employee of the Institution or any affiliated agency. Institution will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Catapult LPD or any subsidiary or subcontractor.
2. The Contractor shall have no obligation for services rendered by the Contractor which are not performed within the specified period. Dates for professional development keynotes may change within the performance period with sixty (60) day prior notice.
3. The Institution agrees to compensate the Contractor as follows: a) Payment will be made upon receipt of lump-sum invoice for the satisfactory completion of services performed as described. Payment will be made within ten (30) days of receipt of the invoice.
4. Keynote presenter dates/speakers and coaching session facilitators may be altered with 30 days advanced notice on website.
5. Catapult LPD shall hold all rights, including but not limited to intellectual property rights, of all presentations, recordings, publications, or documents created or disseminated as part of services performed.
6. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. Neither party shall require indemnification by the other. In no event shall Contractor be responsible for personal injury or property damage caused by Contractor's employees.
7. Each party further agrees that, with respect to insurance coverage maintained by it, it will: (a) Provide evidence of such insurance upon request and provide 30 days prior written notice of any material changes in such coverage, and (b) Notify the other as soon as possible and mutually cooperate in any investigation or settlement of any loss or damage or potential loss or damage arising out of this contract.
8. Institution agrees that it shall be responsible for obtaining any and all clearances for any and all parties, their name, or likeness, trademarked logos, or insignia, utilized in the professional development series recordings.
9. Contractor is not liable for any loss, damage or penalty resulting from delays or failures in performance resulting from causes beyond Contractor reasonable control. Such causes include, but are not limited to: undesirable weather conditions, injury or illness of key talent, earthquake, riot, fire, flood, terrorism, labor unrests, strikes, acts of war, or other acts of God that renders it impossible for Contractor to complete the project.
10. Institution represents that it shall be responsible for coordination and execution of any decision-making with internal stakeholders or other parties including the scheduling and convening of internal participants for Q&A sessions.
11. Catapult LPD has full and complete use, rights, branding, dissemination, and permissions to the final recorded keynotes, Q&A sessions, written product, survey results, and correspondence. Catapult LPD retains the right to reproduce, publish and display, in full or in part, the recorded keynotes, Q&A sessions, written product, survey results, and correspondence in portfolios and websites, and in galleries, creative periodicals and other media or exhibits for the purposes of promotion, recognition or professional advancement, and to be credited with authorship of any work product or deliverables in connection with this scope of services.
12. Either party, subject to the other's reasonable approval, may describe each role in relation to the scope herein and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include mention, logo, and link to the other party's website.
13. The Institution shall comply with all applicable Federal and State laws and regulations in the performance of this scope of work including, without limitation, any applicable laws relating to equal opportunity hiring and non-discriminatory performance. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or California State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this professional development.
14. This Quote is to be interpreted and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Quote shall be resolved through binding arbitration in the County of Riverside, California. The prevailing party in any legal action shall be entitled to attorney's fees and costs in connection with the legal proceeding(s).
15. If one or more of the provisions of this Quote shall be held unenforceable, it shall not affect the enforceability of the other provisions.
16. This professional development has been negotiated at arm's length between Institution and Contractor, both of which are sophisticated and knowledgeable in the matters contemplated herein. Accordingly, any rule of law or legal decision that would require any ambiguities in this Quote to be interpreted against the party that drafted it, is not applicable and is hereby waived. Further, the provisions of this scope of work shall be interpreted in a reasonable manner to give effect to the purpose and intent of the parties and industry standards of K-16 education and professional training & development fields.

