



CATAPULT LEADERSHIP & PROFESSIONAL DEVELOPMENT
MASTERCLASS AGREEMENT

This Agreement documents the agreement between Catapult LPD (hereinafter Contractor) and (hereinafter Institution). This Agreement consists of this cover page, the Contractor's Standard Terms and Conditions (below or on reverse), and 0 additional attached pages.

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

- a) A dynamic series of virtual professional development keynotes accessible to every Institution employee. Speakers and descriptions posted at www.CatapultLPD.com. Check topic(s) with term: Career Readiness, CTE Recruitment & Marketing, Instructional Excellence, Work Based Learning. b) Interactive Catapult Playbook to increase engagement, reflection, learning, and tactical planning. c) A 30-minute tactical coaching/Q&A session after each keynote. Notice of coaching facilitators shall be posted on Catapult website if not the keynote speaker. d) Leader Guide, Catapult newsletter, Certificate of Completion, and virtual community for ongoing support and technical assistance.

The period of performance under this Agreement is from 8/15/2023 through 6/1/2024.

Payment: The Institution will compensate the Contractor \$25,000 per masterclass for a total of \$. Either (check one):

- At the conclusion of each masterclass after services have been performed, or % deposit to secure participation and % balance after services have been performed.

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

In witness of their acceptance of the terms and conditions set forth herein, the duly authorized representatives of the parties have executed this Agreement as dated:

(INSTITUTION):

(CONTRACTOR):

Dr. Kevin J. Fleming

Print Name

Print Name

Signature

Date

Signature

4/01/2023

Date

Address:

Address: 12672 Limonite Avenue

Ste 3E #269

Eastvale, CA 92880

Telephone:

Telephone: (724) 2LAUNCH

Email:

Email: info@CatapultLPD.com

Fed Tax ID No. 87-4404402



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 incremental, mid-point, or lump-sum invoice for the satisfactory completion of services performed under Page 1 of this contract. Payment will be made within ten (30) days of receipt of the invoice. b) Invoices shall describe services performed for the period.
4. This Contract may be terminated by either party by giving written notice to the other at least 60 days before the effective date of termination. In that event, the Contractor will be entitled to receive just and equitable compensation for any satisfactory, authorized work completed as of the termination date.
5. Keynote presenter dates/speakers and coaching session facilitators may be altered with 30 days advanced notice on website.
6. 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 under Page 1 of this contract.
7. 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.
8. 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.
9. 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.
10. 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.
11. Institution represents that it shall be responsible for coordination and execution of any decision-making with internal stakeholders or other parties including a) the scheduling and convening of internal planning teams for coaching calls, and b) the internal promotion and communication of virtual access among Institution participants
12. Catapult LPD has full and complete use, rights, branding, dissemination, and permissions to the final recorded keynotes, written product, survey results, and correspondence. Catapult LPD retains the right to reproduce, publish and display, in full or in part, the recorded keynotes, 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.
13. 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.
14. The Institution shall comply with all applicable Federal and State laws and regulations in the performance of this Contract including, without limitation, any applicable laws relating to equal opportunity hiring and non-discriminatory performance of this agreement. 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 Contract.
15. This Contract 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 Contract 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).
16. If one or more of the provisions of this Contract shall be held unenforceable, it shall not affect the enforceability of the other provisions.
17. This Contract has been negotiated at arm's length between Institution and Contractor, both of which are sophisticated and knowledgeable in the matters contemplated within this Contract. Accordingly, any rule of law or legal decision that would require any ambiguities in this Contract to be interpreted against the party that drafted it, is not applicable and is hereby waived. Further, the provisions of this Contract 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.
18. Failure of any party to this Contract to exercise any rights shall not constitute a waiver of those rights.
19. This Contract may be modified only by written amendment executed by all parties hereto.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	2 Business name/disregarded entity name, if different from above					
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____					
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					
	<input type="checkbox"/> Other (see instructions) ▶ _____					Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.			Requester's name and address (optional)			
6 City, state, and ZIP code						
7 List account number(s) here (optional)						

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>4/19/2022</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.