

SELf-Transformation for Systemic-Transformation™

TERMS OF AGREEMENT

This Agreement is made between San Leandro Unified School District (CLIENT) and Tovi Scruggs-Hussein, on July 27, 2021.

I. Engagement

SERVICE AND/OR KEYNOTE TOPIC(S):	***"Mindful Allyship: Racial Healing & Cultural-Inclusion - Classroom Edition" (inclusive of Equity, SEL & Trauma-Responsiveness)*** **11 Sessions + Learning Labs**
TIMELINE(S):	**October 2021 - May 2022**

II. Term of Agreement

This Agreement shall continue in effect until:

A. Canceled by either party as set forth in this Agreement; or

B. Completion of the session presentation(s) by Tovi provided, however, that in the event of cancellation pursuant to the Agreement, or upon death, disability, or other incapacity resulting in the inability of Tovi to present the session(s) required ("cancellation"), this Agreement may be terminated and all consideration due shall cease as of the date of cancellation.

III. Compensation

As consideration for the services rendered by Tovi under this Agreement, CLIENT shall compensate Tovi $144,750 (as the number of participants at time of contract; could increase based on increased participation) for services rendered. Retainers are invoiced and due within 60 days of contract approval. Invoices for services are submitted either after completion of services or quarterly (for longer projects) and are due within 30 days of being submitted. Both parties agree that the compensation will NOT include materials such as copies or books for participants. CLIENT agrees to provide copies to participants and make designated copies in color as requested by Tovi, as specified.

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IV. Deposit

A non-refundable deposit of $5,000 is required in order to secure this contract. The remaining balance will be due within 30 days of invoice. In the event of cancellation by the CLIENT, Tovi will re-book the program on a mutually convenient date with no penalty if the program is rescheduled within that calendar year. If the program is canceled and not rescheduled, the initial deposit will be considered full and complete payment.

V. Client Deliverables/ Payment Schedule

Client Deliverables	Date	Payment Amount
SIGNED AGREEMENT:	July 30, 2021	n/a
DEPOSIT DUE:	Aug 31, 2021	$5,000
QUARTERLY Billing & Payments not to exceed:	Dec 15, 2021 March 15, 2022 June 15, 2022	$137,750.00 (split in quarterly billing cycles)

VI. Performance

Tovi shall present the session(s) set forth in this Agreement and:

A. Promptly reply to all email correspondence (preferred method of contact)
B. Participate in thought-partnership for success of the keynote/trainings
C. Provide coaching via in-person or on-line, as agreement of both parties
D. Provide logistical/set-up needs for the success of the event(s)

VII. Video/Audio Taping

Videotaping and voice recording is prohibited unless other arrangements have been made with Tovi. Agreement via email is sufficient. Copies of video footage must be provided to Tovi.

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CLIENT agrees that Tovi may use the name and logo of the CLIENT ORGANIZATION as a user of their services in the normal marketing of services.

VIII. Non-Disclosure/ Respect for Intellectual Property

Sharing, disseminating, or copying slides and other training materials is prohibited unless other arrangements have been made with Tovi. Agreement via email is sufficient.

IX. Independent Contractor Relationship

Tovi is an independent contractor. Tovi is not an employee, servant agent, partner or joint-venture of CLIENT by this Agreement and shall not represent Tovi's opinions to be that of CLIENT.

X. Risk

Both CLIENT and Tovi will present the sessions stated in this Agreement. Both Tovi and CLIENT shall indemnify and hold harmless each other from any claims, demands, losses, liabilities, damages, or expenses arising in any way from the performance of services.

XI. Law And Venue

The Agreement shall be governed by and construed in accordance with STATE law. In the event litigation is necessary to enforce this Agreement, venue shall be proper in any court of competent jurisdiction located in Alameda County.

XII. Indemnification

To the fullest extent of the law, both parties shall indemnify, defend and hold each other harmless, its officers, employees, agents, representatives, consultants, and contractors from and against any and all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities arising out of, resulting from, or in connection with the services contemplated by this Contract.

CONFIRMATION PROCEDURES

These arrangements are confirmed on a definite basis, only after CLIENT has signed the contract and returned via email. Until that time, Tovi reserves the right not to work with CLIENT.

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ACCEPTED BY:

On behalf of CLIENT, I hereby accept the offer set forth in this agreement and agree to be bound to the terms and conditions set forth herein. I certify that I have the authority to bind CLIENT to this Agreement.

San Leandro USD	**Tovi Scruggs-Hussein of Tici'ess, Inc**
CLIENT SIGNATURE:	**SIGNATURE:** tovi c. scruggs-hussein
Printed Name:	**Tovi C. Scruggs-Hussein**
DATE	**DATE August 27, 2021**

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