



Pullman Community Montessori

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement"), effective upon execution by Pullman Community Montessori (hereinafter "PCM") and Jeneille Branen (hereinafter "Contractor").

WHEREAS, PCM's mission of preparing all students to reach their full potential through the rich resources of our community and core values of being LEADER, and

WHEREAS, Contractor has expertise as an educator and school administrator.

NOW THEREFORE, For the consideration provided for herein, the parties hereby agree to the following:

1. Services and Deliverables: Contractor shall provide to Pullman Community Montessori, the services and deliverables specified in Exhibit A attached hereto. Services and deliverables may be modified by agreement in writing with Pullman Community Montessori.

2. Compensation for Services: For the services and deliverables, Pullman Community Montessori shall compensate the Contractor as specified on Exhibit B attached hereto. Any out-of-pocket costs and expenses that are to be reimbursed to Contractor by Pullman Community Montessori must first be approved by Pullman Community Montessori, and Contractor must present receipts in a form satisfactory to Pullman Community Montessori. Contractor is expected to use Contractor's own equipment and supplies unless specifically stated otherwise. The compensation provided for herein constitutes full consideration for the services and deliverables. All payments made hereunder will be made to Contractor, with the Social Security or Employer Identification Number provided and the address provided below.

3. Acceptance: The services and deliverables must be acceptable to Pullman Community Montessori from the standpoint of overall specifications and format.

4. Term and Termination:

a. Term: This Agreement will commence upon execution, and no later than March 31, 2024, and terminate upon delivery and acceptance of the Service and Deliverables, but in no event later than July 31, 2024.

b. Termination: This Agreement may be terminated by Pullman Community Montessori, without cause and without liability, by giving five (5) calendar days written notice of such termination to the Contractor. This Agreement may be terminated by either Party in the event of a material breach by the other Party upon prompt written notice and opportunity to cure as set forth in this paragraph. "Material breach" shall include: (i) any violation of the terms or other breach that a Party has failed to cure within five (5) calendar days after receipt of written notice by the other Party, (ii) the death or physical or mental incapacity of Contractor or any key person performing the Services on its behalf as a result of which the Contractor or

such key person becomes unable to continue proper performance of the Services, and (iii) the insolvency, liquidation or bankruptcy of a Party.

c. Effects of Termination: Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

5. Relationship of the Parties:

a. Independent Contractor Status: Contractor understands and agrees that they are acting as an independent contractor and not an agent or employee of Pullman Community Montessori by virtue of this Agreement. Contractor will perform the requested services and deliverables, under the general direction of Pullman Community Montessori, but will determine, in their reasonable discretion, the manner and means by which the services and deliverables, are accomplished.

b. Employment Taxes and Benefits: As an independent Contractor, Contractor has the responsibility to file all tax returns required by law and assumes sole liability for taxes due on income earned pursuant to this Agreement. Contractor acknowledges they are not entitled to any rights or benefits (including vacation, and insurance) to which Pullman Community Montessori employees may be entitled. Contractor agrees to indemnify and hold Pullman Community Montessori harmless from any liabilities, claims or actions relating to employment taxes or benefits or any obligation that may be imposed on Pullman Community Montessori resulting from Contractor's being determined not to be an independent contractor.

c. General Liability: Contractor will provide and maintain at its sole expense reasonable insurance or shall make other provisions in order to indemnify Pullman Community Montessori and its affiliates for claims arising from Contractor's services. Contractor understands and acknowledges upon signing this Agreement that Pullman Community Montessori will not supply any workers' compensation benefit required by any jurisdictions to anyone with independent contractor status and Pullman Community Montessori accepts no liability for Contractor's (or Contractor's employee's/subcontractor's) general health.

6. Work Product and License:

a. Defined: In this Agreement the term "Work Product" shall mean all work product generated by Contractor solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, improvements, copyrights, trademarks and trade secrets.

b. Ownership: Contractor agrees to assign and does hereby assign to Pullman Community Montessori all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of Pullman Community Montessori and Contractor will not have any rights of any kind whatsoever in such Work Product. Contractor agrees, at the request and cost of Pullman Community Montessori, to promptly sign, execute, make and do all such deeds, documents, acts and things as Pullman Community Montessori may reasonably require or desire to perfect Pullman Community Montessori's entire right, title, and interest in and to any Work Product. Contractor will not make any use of any of the Work Product in any manner whatsoever without Pullman Community Montessori's prior written consent. All Work Product shall be promptly communicated to Pullman Community Montessori.

c. License: In the event that Contractor integrates any work that was previously created by the Contractor into any Work Product, the Contractor shall grant to, and Pullman Community Montessori is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other intellectual property rights, in connection with the Work Product in any manner that Pullman Community Montessori deems appropriate. Contractor warrants that it shall not knowingly incorporate into any Work Product any material that would infringe any intellectual property rights of any third party.

7. Confidentiality and Non-Disclosure:

a. Confidential Information: As used herein, the term "Confidential Information" shall mean all information, compilations, business plans, technical and financial information, student data and the like, in whatever form or medium, and whether oral or written and whether designated or marked "Confidential," or the like, which (a) relate to the products, services or business of Pullman Community Montessori and which have not been disclosed to the general public or which Contractor knows or should know are not generally known to the public, (b) are derived from the use or application of the foregoing, or (c) is personally identifiable information about a student that has not been otherwise deemed "directory information" by pursuant to the federal Family Educational Rights Privacy Act (20 U.S.C. 1232g et seq.) Upon the termination or expiration of this Agreement for any reason, or upon Pullman Community Montessori's earlier request, Contractor will deliver to Pullman Community Montessori all of Pullman Community Montessori's property or Confidential Information in tangible form that Contractor may have in its possession or control.

b. Nondisclosure: Contractor acknowledges that the Confidential Information constitutes a valuable proprietary asset of Pullman Community Montessori, and that Contractor shall not obtain any right or license to any Confidential Information. Contractor agrees that they will not at any time directly or indirectly disclose Confidential Information to any person or entity outside of any Consortium member or make any use of such Confidential Information in any way, other than as is reasonably required to provide the Services and deliverables. Contractor agrees not to allow any unauthorized person access to Confidential Information and to take all action reasonably necessary and satisfactory to protect such Confidential Information.

8. Representations and Warranties:

a. Contractor represents and warrants that: (a) the services and deliverables described herein will be performed in a professional manner in accordance with the highest standard of care of similar professionals in the field; (b) use by Pullman Community Montessori, its affiliates, subsidiaries, assignees and licensees of the materials provided by Contractor, if any, will not violate or infringe any patent, copyright, trademark, trade secret or other personal or proprietary rights of any party; (c) Contractor will not enjoin or interfere with the distribution, licensing or exploitation of Pullman Community Montessori's merchandise or other products; (d) Contractor certifies that neither they, nor anyone else subcontracted or assigned to work with the school, are retirees within the DRS system; (e) Contractor represents and warrants to Pullman Community Montessori that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

b. Contractor agrees to indemnify, and hold Pullman Community Montessori and its affiliates, sponsors, subsidiaries, assignees and licensees, harmless from and against any losses, costs, expenses (including reasonable attorney's fees), judgments, settlements, and damages resulting from any claim or action arising out of Contractor's breach of any of the above representations and warranties.

c. Pullman Community Montessori agrees to indemnify, and hold Contractor, its affiliates, subsidiaries, assignees and licensees, harmless from and against any losses, costs, expenses (including reasonable attorney's fees), judgments, settlements, and damages resulting from any claim or action arising out of Contractor's performance of its Services and deliverables hereunder, except in the case of Contractor's negligence or misconduct.

9. Force Majeure: If the performance of Services or any obligations under this Agreement is prevented, restricted or interfered with by the causes beyond either party's reasonable control ("Force Majeure"), and if the affected party gives the other party prompt written notice of such event, then the obligations of the party invoking this provision, including the obligation to pay, shall be suspended for the extent necessary by such event. The term Force Majeure shall include, without limitations, acts of God, fire, explosion, vandalism, storm, and other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. Return of Records: Upon expiration or termination of this Agreement, Contractor shall deliver all Pullman Community Montessori records, notes and data that relate to the services and deliverables to Pullman Community Montessori.

11. Non-Publicity: Contractor agrees not to disclose the existence or contents of this Agreement to any third party without the prior written consent of Pullman Community Montessori except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, or (ii) as may be required in connection with the enforcement of this Agreement. Contractor further agrees not to use Pullman Community Montessori's name in any advertising, marketing, or other materials without Pullman Community Montessori's prior written approval.

12. Assignment: The Services to be performed by Contractor hereunder are personal in nature, and Pullman Community Montessori has engaged Contractor as a result of Contractor's expertise relating to such Services. Contractor, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without Pullman Community Montessori's prior written consent. Nothing in this Agreement shall prevent the assignment by Pullman Community Montessori of this Agreement or any right, duty or obligation hereunder to any third party.

13. Injunctive Relief: Contractor acknowledges that a violation of Article 6 or 7 would cause immediate and irreparable harm to Pullman Community Montessori for which money damages would be inadequate. Therefore, Pullman Community Montessori will be entitled to injunctive relief for Contractor's breach of any of its obligations under the said Articles without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such violation, but shall be in addition to all other remedies available at law or in equity.

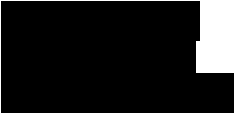
14. Severability and Survival: If any provision herein shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. It is specifically understood that the terms of paragraphs 6, 7, and 8 (above) survive the expiration or termination of the Term of this Agreement.

15. Waiver of Contractual Right: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

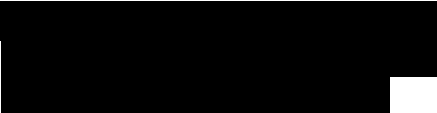
16. Remedies: This Agreement shall be governed by the laws of the state of Washington applicable to contracts made and to be wholly performed therein. The parties irrevocably agree to the exclusive jurisdiction of the courts of the state of Washington. If any legal action is brought by either party arising from, or related to, the subject matter of this Agreement, the prevailing party will be entitled to an award of its reasonable attorneys' fees and costs.

17. Notices: Any legal notice or other required communication shall be in writing to the party to whom notice is to be given at the addresses set forth below.

Pullman Community Montessori



Contractor



18. Entire Agreement; Amendments: This contract sets forth the entire Agreement between the parties with respect to the subject matter hereof, and it may only be changed in writing signed by both parties. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

ACCEPTED AND AGREED
Pullman Community Montessori

ACCEPTED AND AGREED
CONTRACTOR

By: _____

By: _____

Robin McDonald

Jeneille Branen

EXHIBIT A | SCOPE OF SERVICES AND DELIVERABLES

Pullman Community Montessori commits to support Contractor’s efforts. In return, Pullman Community Montessori expects the following from Contractor’s diligent efforts in support of Pullman Community Montessori goals and ability to accept direction from Pullman Community Montessori staff as needed to accomplish the services and deliverables identified below:

[OUTLINE SERVICE, DUTIES, DELIVERABLES]

EXHIBIT B | COMPENSATION

Pullman Community Montessori commits to compensate Contractor as follows:

- 1. Contractor will receive \$2500 for each week worked
- 2. Compensation will be paid upon the approval of satisfactory submission of deliverables and/or completion of duties as detailed in Exhibit A.
- 3. Payment will be paid in [##] installments: [explain dates and amounts]