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Section 1: Proposal



Keynote: Strategies to Focus on Racial Equity

\$8,500

A one-hour lecture where participants learn definitions connected to identity and how microaggressions show up in the classroom, causing unintentional harm. Participants are ready to begin or continue their journey towards greater self-awareness.



Understanding Implicit Bias through Self-Reflection

Item

\$5,500

\$5,500

This 2-hour workshop focuses on examining how people and experiences have shaped our individual identity formation. We investigate how these experiences make each of us complex, and how that complexity impacts our relationships with colleagues. Participants identify potential challenges that can be misinterpreted by colleagues, as well as opportunities to build connections with each other.



Best Practices for Collaboration, Conflict, & Community Building in Education

1 Item

\$5.500

\$5,500

Learn strategies to help transform challenges into opportunities to create shared experiences, ultimately building stronger relationships with students and colleagues.

- Do's and Don'ts: Responding to Spontaneous Challenges
- 7 Components of a Critical Discussion
- Developing Classroom Principles and Practices
- Recognize Your Triggers

Subtotal \$19,500

Grand Total

\$19,500

Cost, Fees and Payment

COST

The total cost ("Total Cost") for all Services is 19,500.00* (nineteen thousand five hundred dollars) due in full by Aug 24, 2023* .

The Client shall pay a 10% deposit once the contract is signed. The first payment is a non-refundable retainer. At a minimum, the Client agrees that the retainer fee fairly compensates the Contractor for committing to provide the Services and turning down other potential projects/clients.

The payment schedule is as follows:

- Keynote: Strategies to Focus on Racial Equity
 A one-hour lecture where participants learn definitions connected to identity and how microaggressions show up in the classroom, causing unintentional harm. Participants are ready to begin or continue their journey towards greater self-awareness.
- Understanding Implicit Bias through Self-Reflection
 This 2-hour workshop focuses on examining how people and experiences have shaped our individual identity formation. We investigate how these experiences make each of us complex, and how that complexity impacts our relationships with colleagues. Participants identify potential challenges that can be misinterpreted by colleagues, as well as opportunities to build connections with each other.
- Best Practices for Collaboration, Conflict, & Community Building in Education
 Learn strategies to help transform challenges into opportunities to create shared experiences, ultimately building stronger relationships with students and colleagues.
 - Do's and Don'ts: Responding to Spontaneous Challenges
 - 7 Components of a Critical Discussion
 - Developing Classroom Principles and Practices
 - Recognize Your Triggers

Location and Delivery of Services

Location. Contractor shall deliver Services to Client at the following location(s):

25 South Queen Street Lancaster, PA#

Delivery of Services.

- Once the Client has paid the 10% deposit, the Client will be given a link to schedule the virtual or in-person workshop(s) or speaking engagement.
- For in-person events, the Client will compensate and/or reimburse the Contractor for transportation, housing and lodging. Transportation includes flight and ground transportation.
- Contractor shall choose if ground transportation will be used as the only means of transportation. For clients within 1-3 hour driving distance (or 45 - 165 miles away); the travel charge is the following:
 - \$250 1 hour distance
 - \$500 2 hour distance
 - \$750 3 hour distance

Additional Services

Registration. The Client has the option to control workshop registration or allow the Contractor to manage registration logistics. The Client agrees to notify the Contractor via email with the preferred method of participant registration at <u>least 21 business days prior</u> to the first workshop.

Recorded Workshops. The Contractor can provide access to any recorded workshops on a password protected platform with unlimited view for six months. The fee is \$450 per workshop video. The Client shall notify the Contractor via email <u>at least five business days</u> prior to the facilitation of the selected workshops the Client wants to be recorded.

Workshops are prohibited from being recorded without prior permission from the Contractor and payment of associated fees.

Intellectual Property

Copyright Ownership. In the event that any copyrighted work(s) are created as a result of the Services provided by the Contractor in accordance with this Agreement, the Contractor shall own all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States

Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by the Contractor and may only be used in the reasonable course of the Contractor's business.

Confidentiality

The Parties will treat and hold all information **contained, relating to or arising out of** this Agreement, the Services provided and the Parties' businesses in strict confidence and will not use any of this information except in connection with fulfilling the terms of this Agreement, and, if this Agreement is terminated for whatever reason, the Parties will return all such information, including account access information, and any and all copies to the original Party, and will remain bound to the Confidentiality provision of this Agreement. Confidential information (herein "Confidential Information") means information that is of value to its owner and is treated as proprietary or confidential including, but not limited to, intellectual property, inventions, trade secrets or information, financial data or information, speculation, knowledge, general Company data or reports, future business plans, strategies, customer lists and information, client acquisition strategies, advertising campaigns, information regarding executives and employees, and the terms and provisions of this Agreement.

Further, at all times neither Party shall use or disclose any Confidential Information relating in any way to the past, present, or future business affairs, conditions, clients, customers, efforts, employees, financial data, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form to any parties outside of this Agreement.

This Agreement imposes no obligation upon the Parties with respect to any Confidential Information that was possessed before initial business interactions commenced between the Parties; is or becomes a matter of public knowledge through no fault of receiving Party; is rightfully received from a third party not owing a duty of confidentiality; is disclosed without a duty of confidentiality to a third party by, or with the authorization of the disclosing Party; or is independently developed by either Party without prior knowledge of privileged or confidential information.

Relationships of the Parties

The Contractor and any related sub-contractors are not employees, partners or members of the Client's company, organization or its affiliates. The Contractor has the sole right to control and direct the means, manner and method by which the services in this Agreement are performed. The Contractor has the right to hire assistants, subcontractors or employees to provide the Client with its Services. Parties are individually and separately responsible for their own business operation and expenses, including securing or paying any licensing fees, insurance, taxes (including FICA), registrations or permits. The Client is not responsible for paying for any benefits, Workers Compensation, insurance or unemployment fees to the Contractor.

Income Tax Designation

The Contractor expressly agrees that it is an independent contractor of the Client, and not an employee. The Client agrees not to exert or retain control of, or the right to control, the terms, mode and manner of the services to be performed by the Contractor. Rather, it is the intent of the Client and Contractor that the Contractor shall have the right to control all terms and conditions of the work it is performing, except as otherwise provided herein, consistent with the standards of the Client. The Client will issue a 1099 form to the Contractor for payments made to the Contractor under this Agreement. Under no circumstances will the Contractor be entitled to any form of fringe benefit or employee benefit of the Client, including, but not limited to, any deferred compensation, 401(k), retirement, disability, health insurance, or life insurance benefit or coverage, and the Contractor irrevocably waives any such entitlement. The Contractor will be responsible for paying or reporting any federal or state income tax withholding, social security or Medicare taxes, or workers' compensation or unemployment insurance applicable to the Contractor. The Contractor releases and discharges the Client from any liability for any fringe benefit or employee benefit, or any taxes that may be assessed in connection with payment to the Contractor.

Limit of Liability

The Client agrees that the maximum amount of damages she is entitled to in any claim of or relating to this Agreement or Services provided herein are not to exceed the Contractor's total cost as set forth in this Agreement.

The Client agrees to not charge the Contractor more than the cost within the agreement.

INDEMNIFICATION

The Client agrees to indemnify and hold harmless Contractor and its employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services provided herein.

ASSUMPTION OF RISK

Client and related parties/ participants expressly assume any risk of the Service and related activities as described herein.

CANCELLATIONS AND RESCHEDULING

CLIENT DESIRES TO CANCEL OR RESCHEDULE

If the Client desires to cancel Services of Contractor for any reason at any time, then the Client shall provide at least 30 days Notice to Contractor in order to cancel this contract. The Client may reschedule Services with at least 72* hours Notice. Providing Notice will not relieve the Client of any currently outstanding payment obligations. The Contractor will not be obligated to refund any portion of monies the Client has previously paid to the Contractor. If the Contractor is able to re-book further Services on or before the Client's final delivery date, the

SEVERABILITY

If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain legal and enforceable.

AMENDMENTS

This Agreement may only be amended by the parties' written agreement. The Client can request a meeting with the Contractor using the following link to discuss any necessary amendments to the agreement: https://cal.mixmax.com/melissacrum/letschat

ASSIGNMENTS

Neither party may assign or subcontract any rights or obligations in this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

Merger. This Agreement constitutes the final agreement between the parties relating to the Speaking/Keynote and workshops* and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.