

## MASTER AGREEMENT FOR SERVICES

This Master Agreement for Services, effective **June 3, 2022** (the “Effective Date”), is between Consortium on Reaching Excellence in Education, Inc.<sup>®</sup>, with its principal place of business at 548 Market St - PMB 42817, San Francisco CA 94104 (“CORE”) and California Montessori Project, with its principal place of business at 5330-A Gibbons Drive Suite 700, Carmichael, CA 95608, (“Client”) and sets forth the terms and conditions under which CORE will provide services to Client. In consideration of the mutual promises contained herein, Client and CORE agree as follows:

1. **Term.** The term of the this Agreement begins on the Effective Date and continues until terminated by either party or mutual agreement of the parties as set forth in Section 14 below.
2. **Services.**
  - a. CORE will provide the professional services (the “Services) to Client for specific projects that are mutually agreed upon from time to time (each a “Project”). A description of each Project will be set forth on a separate Scope of Work (“SOW”) substantially in the form attached hereto as **Exhibit A**. Each SOW, when executed by an authorized representative of both parties, will constitute a separate agreement and, except for provisions herein which are specifically excluded or modified in such SOW, each such SOW will incorporate therein all of the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any SOW, the terms and conditions of such SOW will govern.
  - b. Each SOW will, to the extent applicable, contain: (i) a description of the Project and the Services to be performed by CORE; (ii) tasks to be completed by Client and any third parties; (iii) a description of the deliverables to be produced by CORE; (iv) the schedule for completion of each deliverable or stage of a Project; (v) the fees to be paid to CORE for such Services and a payment schedule for fixed-price Projects or an hourly rate for time and materials Projects, and (vi) such additional information as the parties may wish to include.
  - c. During the course of CORE’S performance of any Project, Client may request changes in the Services. CORE will incorporate any such changes provided that the parties execute a change order setting forth the amended scope of work, program specifications, delivery dates and the impact on the compensation to be paid to CORE. If the parties are unable to agree on a change order setting forth the specified information, then the parties may agree to complete the Project according to the original SOW.
3. **Force Majeure.** CORE’S performance hereunder will be excused and the time for performance of the Services will be extended for the duration of any delays caused by the Client or for delays caused by causes beyond the reasonable control of CORE such as fire, floods, strikes, riots, pandemic, epidemic, unavailability of labor or materials or services, process shutdown, acts of God, of terrorism, of war or of the public enemy, or acts or regulation of any governmental agency. Work stoppage or interruptions caused by any of the above may result in additional cost (requiring a change in scope) beyond that identified in CORE’s Scope of Work for performance of the Project, entitling CORE to an adjustment to the cost and/or schedule.

- 4. Payment for Services and Reimbursement of Expenses.** Payment for Services included on each SOW is due according to the payment schedule outlined in such SOW. Unless specified otherwise in a SOW, all invoices are payable within 30 days of receipt by Client. In the event Client does not pay an invoice when due, CORE has the right to charge a late fee of 1.0% of the outstanding payment due per month starting from the original date the payment was due. Client will reimburse CORE for reasonable out-of-pocket expenses, incurred by CORE and its personnel in connection with its performance of Services. CORE will provide Client with reasonably detailed invoices for such expenses on a monthly basis and Client agrees to pay the total amount shown as due on each invoice within 30 days after receipt thereof.
- 5. Additional charges for rescheduling or canceling Services.** Each fully executed SOW represents a firm commitment between Client and CORE for the Services and, where applicable, participant counts agreed upon in a SOW on the dates set forth therein. If Client decides to make one or more changes listed below, the following schedule of additional fees and charges is agreed upon by the parties to this Agreement:
- a. Canceling or changing any instructor day(s) or reduction of participant count seven (7) or fewer days in advance of the scheduled date(s) agreed upon in Exhibit A (or subsequently confirmed): Client will pay a Cancellation Fee equal to one-hundred percent (100%) of the instruction fees and travel cancellation fees for each instructor day/county so canceled or changed. This fee will be invoiced within 10 days of the cancellation/change and will be payable upon receipt.
  - b. Canceling or changing any instructor day(s) or reduction of participant count between eight (8) and fourteen (14) days in advance of the scheduled date(s) agreed upon in Exhibit A (or subsequently confirmed): Client will pay a Cancellation Fee equal to seventy-five percent (75%) of the instruction fees and all travel cancellation fees for each instructor day/county so canceled or changed. This fee will be invoiced within 10 days of the cancellation/change and will be payable upon receipt.
  - c. Canceling or changing any instructor day(s) or reduction of participant count between fifteen (15) and thirty (30) days in advance of the scheduled date(s) agreed upon in Exhibit A (or subsequently confirmed): Client will pay a Cancellation Fee equal to fifty percent (50%) of the instruction fees and all travel cancellation fees for each instructor day so canceled or changed. This fee will be invoiced within 30 days of the cancellation/change and will be payable upon receipt.
- 6. Cooperation and Access.** Client agrees to cooperate, as set forth in each SOW, with CORE to the extent necessary for CORE to perform its Services thereunder. If Services are to be delivered at Client facilities, CORE agrees to comply with the Client's applicable rules and regulations regarding safety, security, use and conduct provided CORE has notice of same.
- 7. Confidentiality.**
- a. As used in this Agreement, "Confidential Information" will mean all confidential, proprietary and non-public information and materials owned, possessed or used by either CORE or Client which is at any time so designated by such party orally or in writing as "Confidential" or "Proprietary". In addition, information which (i) would be apparent to a reasonable person, familiar with the disclosing party's business and the industry in which it operates,

that such information is of a confidential or proprietary nature the maintenance of which is important to the disclosing party or (ii) is orally or visually disclosed to the other party or which is not designated in writing as confidential, proprietary or secret at the time of disclosure but within a reasonable time after such disclosure the disclosing party delivers to the receiving party a written document describing such Proprietary Information and referencing the place and date of such disclosure and the names of the employees of the party to whom such disclosure was made, will constitute Confidential Information. Notwithstanding anything herein to the contrary, the terms of this Agreement, and CORE's methodologies, work approaches, techniques, professional development materials (unless otherwise specified therein) and processes constitute CORE Confidential Information without the requirement of designating it as such either orally or in writing.

- b. Confidential Information will not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission on the part of the receiving party, (ii) is disclosed to third parties by the disclosing party without restriction on such third parties, (iii) is in the receiving party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement, (iv) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, (v) is independently developed by the receiving party without reference to the disclosing party's Confidential Information or (vi) is released from confidential treatment by written consent of the disclosing party.
- c. Each of CORE and Client will hold in confidence and not disclose (except on a confidential basis to its employees, agents, consultants or subcontractors who need to know in connection with the Project and who are bound to preserve the confidentiality thereof) all Confidential Information received from the other party in the same manner and to the same extent as it holds in confidence its own Confidential Information of a similar nature and value, and will not use any such Confidential Information except for purposes contemplated by this Agreement.
- d. Each of CORE and Client will take appropriate action by instruction or agreement with its employees, agents, consultants and subcontractors to satisfy its obligations under this Section 7 and each will be responsible for any breach of this Section 7 by its employees, agents, consultants and subcontractors.
- e. Client agrees that the deliverables provided to Client may be based on CORE's Confidential Information and that the delivery of Services will not impair CORE's right to make, prepare, create, procure or market products or services now or in the future.

## **8. Indemnification**

- a. CORE shall indemnify and fully hold harmless the Client, its officers, employees, and agents, from and against any and all claims, actions, damages, judgement, liabilities, costs, including reasonable attorneys' fees or expenses, and including all claims for injuries or damages to persons and/or property, which result from the negligent acts or omission of CORE, its officers, employees, and/or agents in the execution of this Agreement.
- b. Client shall indemnify and fully hold harmless CORE, its officers, employees and agents, from and against any and all claims, actions, damages, judgement, liabilities, costs, including reasonable attorneys' fees or expenses, and including all claims for injuries or damages to

persons and/or property, which result from the negligent acts or omission of Client, its officers, employees, and/or agents in the execution of this Agreement.

## **9. Standard of Care**

- a. While performing Services under a SOW, CORE shall exercise the degree of care and skill ordinarily exercised under similar circumstances by members of the consulting profession performing the kind of services to be performed thereunder.
- b. Except for the warranty set forth in subparagraph a., above, CORE neither makes, nor offers, nor shall CORE be liable to Client for any express, or implied warranties with respect to the performance of Services. Estimates of costs, approvals, recommendations, opinions, and decisions by CORE are made on the basis of CORE's experience, qualifications, and professional judgment and are not guaranteed. Client hereby waives the implied warranties of merchantability and fitness for a particular purpose.

## **10. Intellectual Property Ownership.**

- a. When deliverables have been delivered and fully paid for by Client pursuant to a SOW, CORE acknowledges and agrees that, unless otherwise set forth herein or on a SOW, the Client Materials (defined below) will constitute "works made for hire" for Client within the meaning of the Copyright Act of 1976, as amended, and will be the exclusive property of Client. In consideration of and effective upon CORE's receipt of all payments required hereunder and under the applicable SOW, and subject to the other terms and conditions of this Agreement, CORE hereby assigns to Client all such rights in the Client Materials. Upon Client's request, CORE agrees to execute any instruments and do all things reasonably necessary by Client in order to further perfect Client's rights in the Client Materials. Client hereby grants to CORE a non-exclusive, royalty free, perpetual license to use, copy, operate, process, modify and sublicense the Client Materials.
- b. Client acknowledges and agrees that CORE retains all right, title and interest in the CORE Materials (defined below). In consideration of and effective upon CORE'S receipt of all payments required hereunder and under the applicable SOW, and subject to the other terms and conditions of this Agreement, SOW hereby grants to Client a non-exclusive, non-transferable, royalty-free, license to use, copy, operate, process and modify CORE Materials solely for use in connection with the Client Materials and solely for the Client's internal educational purposes. Client will limit use of and access to the CORE Materials to such of Client's employees who are directly involved in the utilization of the CORE Materials and/or deliverables internally throughout Client's business and who are bound to preserve the confidentiality thereof.
- c. Notwithstanding anything in this Agreement to the contrary, CORE will be free to use for any purpose any information in intangible form, which may be retained by persons performing the Services such as ideas, concepts, know-how, techniques which do not contain any Client Confidential Information. Nothing herein will prohibit CORE from retaining one copy of the deliverables for its internal archive. CORE materials are protected by copyright. Client agrees to uphold and protect CORE's intellectual property.

d. "Client Materials" means materials that are created by CORE specifically and uniquely for Client and contained in the final work product delivered to Client under a SOW. "CORE Materials" means all professional development materials and resources (and all enhancements and derivatives thereto), which CORE (i) developed prior to the execution of the applicable SOW and which it uses in the provision of services as part of its business, or (ii) develops during the course of a SOW but which are developed either at CORE'S cost or which are not uniquely applicable to the Client or Client Materials.

**11. Publicity.** Client agrees that CORE has the authority to use its name and logo on its customer lists and provide a general description of Projects. Except as permitted in the immediately preceding sentence or in a SOW, neither party may use the other's name or logo in any marketing materials without such party's prior written consent.

**12. Insurance.** CORE has in effect insurance covering all risks associated with its business in such amounts as are customary in its industry.

**13. Nonsolicitation.** During the performance of Services by CORE hereunder and for 12 months thereafter, Client agrees to not directly or indirectly solicit any of CORE's employees or agents to leave their work with CORE to join Client's organization as an employee or an independent contractor without express written consent of a CORE corporate officer and payment of a "finder's fee" determined by CORE. The foregoing restriction shall not prevent Client from employing or engaging a CORE employee who is responding to a general recruiting solicitation. For purposes of this paragraph, "employee" means current employees or persons employed or engaged by CORE within three months prior to the referenced activity.

**14. Termination.**

a. Any SOW and all rights granted thereunder may be terminated by either party in the event of a material breach by the other party (the "Defaulting Party") of any of its material obligations under such SOW and failure by the Defaulting Party to remedy such breach within thirty (30) days (or ten (10) days in the event of non-payment by Client) after written notice of such breach is provided to the Defaulting Party. In the event of such termination, neither party will be relieved of any of its obligations incurred prior to such termination and each party will have any and all rights and remedies available to it at law or in equity. Upon termination of any SOW pursuant to this subsection, Client will promptly return to CORE (or, at CORE'S option, destroy and certify in writing to CORE that it has destroyed) the original and all copies of any deliverables in Client's possession for which Client has not paid CORE, including source code, archival copies, compilations, translations, partial copies, updates and modifications, if any, and will delete all copies of such deliverables from its computer libraries or storage facilities.

b. This Agreement and all SOWs may be terminated, by either party, effective immediately and without notice, in the event of (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership,

insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of a composition of, or any assignment or trust mortgage for the benefit of, creditors. In the event of the Client's dissolution, termination of existence, liquidation, insolvency, appointment of a custodian or receiver or the institution of bankruptcy, receivership, insolvency or other similar proceedings, or the composition of, or assignment of trust mortgage for, the benefit of creditors, then the licenses granted under this Agreement and any SOWs will be forfeited and returned to CORE.

- c. All provisions that reasonably should survive termination of this Agreement or a SOW shall survive and any accrued rights to payment and remedies for breach of this Agreement will survive, in accordance with their terms, the completion of CORE's Services hereunder and the expiration or termination of this Agreement or any SOW.

**15. Disputes.** Any dispute or claim arising out of or relating to this Agreement or any SOW will be resolved in accordance with the Dispute Resolution Process set forth in this Section. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, will be settled as follows: Members of the senior management of both Parties will meet to attempt to resolve such disputes. If a dispute cannot be resolved within ten (10) business days, either party may make a written demand for mediation. Within thirty (30) days after such written notification, the parties will meet for one (1) day with an impartial mediator. The costs and expenses of the mediator will be shared equally by the parties. If the dispute is not resolved by mediation, the dispute will be settled by binding arbitration conducted in accordance with the JAMS procedures pursuant to its Streamlined Arbitration Rules and Procedure, by a single arbitrator, in Oakland, CA. The arbitrator will be selected as provided in the Streamlined Arbitration Rules and Procedure. The arbitrator may not award non-monetary or equitable relief of any sort. The arbitrator will have no power to award damages inconsistent with this Agreement. No discovery will be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the Party seeking discovery. All aspects of the arbitration will be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a Party will give written notice to all other parties and will afford such parties a reasonable opportunity to protect their interests. The result of the arbitration will bind the Parties, and judgment on the arbitrator's award may be entered in any court having jurisdiction. Each Party will bear its own costs of the arbitration. The fees and expenses of the arbitrator will be shared equally by the Parties.

**16. Remedies.** Because a breach of any obligations set forth in Sections 7, 8 and 11 will irreparably harm either party and substantially diminish the value of each party's proprietary rights in the deliverables or its Confidential Information, Client and CORE agree that if either party breaches any of its obligations thereunder, the other party will, without limiting its other rights or remedies, be entitled to equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that a party need not invoke the dispute resolution procedures set forth in Section 13 in order to seek injunctive or declaratory relief.

**17. Limitation of Liability.** IN NO CASE WILL EITHER PARTY'S MAXIMUM LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED IN THE AGGREGATE, FOR CORE, THE ACTUAL PAYMENTS RECEIVED BY CORE UNDER THE SOW TO WHICH THE CLAIM RELATES AND, FOR CLIENT, THE AMOUNTS REQUIRED TO BE PAID UNDER SUCH SOW. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR: (i) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF OPPORTUNITIES, LOSS OF DATA, OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT OR ANY SOW, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) DAMAGES RELATING TO ANY CLAIM THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON.


**18. Miscellaneous**

- a. This Agreement and all fully executed SOWs constitute the entire agreement between CORE and Client with respect to the subject matter hereof and supersedes any and all other agreements, understandings, promises and negotiations, either oral or written, between the parties hereto with respect to the rendering of Services by CORE for Client including any terms included on Client purchase orders. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other contract, statement, or promise not contained in this contract shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed both parties.
- b. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws. Venue shall lie in Alameda County, California.
- c. CORE retains the right to retract any SOW if not duly executed by Client within 21 days of the effective date, and/or 21 days or less prior to first service date.
- d. In the event that any provision of this Agreement or any SOW is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement or such SOW did not contain the particular provisions held to be unenforceable and the unenforceable provisions will be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision.
- e. Neither this Agreement, any SOW or any rights or licenses granted hereunder may be assigned, delegated or subcontracted by any party without the written consent of the other party, except that (i) a party may assign and transfer this Agreement and any SOW and its rights and obligations hereunder and thereunder to any third party which succeeds to substantially own all of its business and assets or assign or transfer any rights to receive payments hereunder, and (ii) CORE may subcontract its obligations hereunder to any parent organization or any wholly-owned subsidiaries of CORE or third party service providers, provided that CORE remains primarily liable to Client hereunder.
- f. The parties hereto are independent contractors. Nothing herein will be deemed to constitute either party as the representative, agent, partner or joint venture of the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by its duly authorized representative as of the Effective Date and agrees that an electronic signature of a duly authorized representative constitutes a valid signature for such party.

CONSORTIUM ON REACHING EXCELLENCE  
IN EDUCATION, INC.

CLIENT

Signature: 	Signature:
Name: Robert Sheffield	Name:
Title: President	Title:
Date: 6/3/2022	Date:
Tax ID: 94-3264308	Tax ID: