



Knowledge Saves Lives Inc.

TRAINING SERVICES CONTRACT
between
Alvord Unified School District
And
Knowledge Saves Lives Incorporated

Contract No. CT#22-173

This Consulting/Training Services Contract ("Contract") is made by and between Alvord Unified School District ("Client") and Knowledge Saves Lives Inc. ("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor Name: Knowledge Saves Lives Inc. (KSL INC.)
Physical Address: 3321 G Street, Suite C
City, State, ZIP: Merced, CA 95340
Mailing Address: P O Box 1366
City, State, ZIP: Los Banos, CA, 93635
Telephone: (209) 710-0271
Facsimile: (209) 325-4296
Email: Training@knowledgesaveslives.com

Contractor will submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a

Corporation -EIN#27-22307884 California Corporation #3285310 Registered and Licensed since March 10th, 2010

TERMS AND CONDITIONS

- 1. Term and Termination.** This Contract becomes effective on 5/25/2022. Unless earlier terminated as provided below, this Contract shall continue through 6/30/2023.
- 2. Detailed Description of Services / Statement of Work.** "See Exhibit B" Statement of work.
- 3. Recitals.**
 - a. Consultant. Contractor is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein and is familiar with the plans of the client.
 - b. Project. Client desires to engage Consultant to render its services on 5/25/2022 to 6/30/2023. (the "Project").
 - c. General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in Exhibit A (Statement of Work) attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Contract, the exhibits attached hereto and incorporated herein by reference, and all applicable local, State, and federal laws, rules and regulations.
- 4. Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A Payment Terms

Exhibit B Statement of Work

5. **Reimbursable Expenses; Maximum Total Payment; Invoicing.** Client will make no payment until this Contract is fully executed by the authorized representatives of both parties.
- a. Reimbursable Expenses (please check all that apply): Client shall reimburse Contractor for the following Contractor expenses: **NONE**
- ☒ Client shall pay Contractor as described in attached Exhibit A
- b. Invoicing (please check one):
- ☒ Invoicing and payment shall be as follows: Upon acceptance, invoice approval, and according to this Contract's Terms and Conditions. Client shall pay invoices net 30 days.
6. **Other Payment Issues.**
- a. Method of Payment: Unless otherwise specified in Section 4 (Reimbursable Expenses; Maximum Total Payment; Invoicing) Client shall pay Contractor net 30 days upon invoice approval and work acceptance.
- b. Payment on Early Termination: Upon termination, pursuant to Section 14 (Early Termination), Client shall pay Contractor as follows:
- (i) If Client terminates this Contract for its convenience under Section 14(a) or 14(b), then Client must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. Client shall not be liable for any direct, indirect, or consequential damages. Termination by Client shall not constitute a waiver of any other claim Client may have against Contractor.
- (ii) If Contractor terminates this Contract under Section 14(c) due to Client's breach, then Client shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
- (iii) If Client terminates this Contract under Sections 14(c) or 14(e) due to Contractor's breach, then Client must pay Contractor for work performed before the termination date less any setoff to which Client is entitled and if and only if Contractor performed such work in accordance with this Contract.
7. **Late Payment Penalty.** The client acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made within sixty (60) days of the date they are due; the contractor shall provide the client with written notice of such failure to make a timely payment. The client shall have a ten (10) day period to cure such failure to make timely payment from the date of receipt of such notice. If the client fails to make full payment within such cure period, the client shall be required to pay the contractor a late payment penalty equal to five percent (5%) of such required payments.
8. **Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to Client any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. Client alone reserves the right to reject any changes to this Contract it deems unacceptable.
9. **Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the Client. Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement. Any additional personnel performing the Services under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Client shall provide Consultant with a copy of the prevailing rates of per diem wages. Contractor shall be responsible for all reports and obligations

respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

If the Client is using State funds for the Project and is required to enforce a Labor Compliance Program ("LCP"), then Contractor will be required to enforce the Client's Labor Compliance Program ("LCP"), as applicable.

10. **Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of Client. Client may withhold such consent for any or no reason. If Client consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on Client.
11. **Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
12. **No Third-Party Beneficiaries.** Client and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly, or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
13. **Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then Client, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.
14. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - a. Mutual: Client and Contractor may terminate this Contract at any time by their written agreement.
 - b. Client's Sole Discretion: Client in its sole discretion may terminate this Contract for any reason on 15 days' written notice to Contractor.
 - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - d. Furlough: Client reserves the right to terminate or otherwise suspend this Contract if Client's Board determines that funding is insufficient to remain fully open and calls for a Client-wide furlough or similar temporary Client reduction in operations. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
 - e. Cancellation of Event: The Client may cancel the training event or scheduled consultation up to 15 days prior the event with or without cause. The Contractor reserves the right to charge the full fee of the contract for training events or services that have been scheduled by the client, involving equipment purchased by the contractor and travel arrangements made for events cancelled within 3 days of the event. For events cancelled by the client with the fifteen-day period, the contractor reserves the right to invoice the client a fee of \$1000.
15. **Remedies.** In case of either a Client or Contractor breach and in addition to the provisions of Sections 13 and 14, both parties shall be entitled to any other available legal and equitable remedies.
16. **Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to Client.
17. **Ownership of Work Products.** Contractor agrees that all work products created or developed for Client by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the Client. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants Client a perpetual, royalty-free, fully paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *Client claims no right to any pre-existing work product of Contractor provided*

to Client by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for Client use only.

- 18. Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the services and the conditions under which the services are to be performed. Safety precautions as applicable shall include but shall not be limited to: (1) adequate life protection and lifesaving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as providing personal protective equipment such as ear plugs and safety glasses. The client is responsible for the attendees wearing appropriate shoes and not allowing open toed shoes such as heels or sandals during a training event. The client is responsible for maintaining adequate facilities for the proper inspection and maintenance of all safety measures.
- 19. Unsupervised Contact with Juveniles.** "Unsupervised contact" with juveniles means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct Client supervision. As required by Client policy, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with juveniles while on Client property. Contractor will work with Client to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify Client before beginning any work that could result in such contact. Contractor authorizes Client to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who may have unsupervised contact with juveniles. Contractor shall cause its employees and/or subcontractors, if any, to authorize Client to conduct these background checks. Contractor shall pay all fees for processing the background check. Client may deduct the cost of such fees from a progress or final payment to Contractor under this Contract unless Contractor elects to pay such fees directly.
- 20. Confidentiality; FERPA Re-disclosure.** Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Except in very specific circumstances in accordance with the law, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of Client. If Client grants permission, Contractor is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Contractor in the performance of this Contract must be used only for the purposes identified in this Contract.
- 21. Security.** Any disclosure or removal of any Client matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against Client because of Contractor's willful or negligent release of information, documents, or property contained in or on Client property. Client hereby deems all information, documents, and property contained in or on Client property privileged and confidential.
- 22. Employee Removal.** At Client's request, Contractor shall immediately remove any Contractor employee from all Client properties in cases where the Client in its sole discretion determines that removal of that employee is in the Client's best interests.
- 23. Compliance with Applicable Law.** For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 24. Indemnification.**
 - a. Contractor shall defend, indemnify, and hold harmless ("Indemnification") the Client, its trustees, officials, directors, officers, employees, volunteers, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against Client for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors (of all tiers) related to Contractor's performance under this Contract. Contractor's Indemnification extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available

to Client. Contractor's Indemnification of Client shall not apply to damage, injury, or death caused by the sole negligence or willful misconduct of Client, its officers, directors, employees, volunteers, or agents. Client will promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.

- b. Client shall defend, indemnify, and hold harmless Contractor, its officers, directors, agents, volunteers, and employees from and against all claims, liabilities, losses, expenses, actions, or judgments (including attorneys' fees) that the Products or Work Product or that the Client's use of the Product or services resulted in Post-Traumatic Stress Disorder (PTSD) or other mental or physical condition as a result in participation in any approved training event.
- c. Contractor is not responsible for any injuries (physical, or psychological) that may occur because of training or services provided. Contractor will make every effort including clear verbal and written instructions to client attendees during a training event not to run or participate in physical activity that could result in injury.

25. Insurance. The Contractor shall, at its sole cost and expense, maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, officers, employees, or subcontractors (of all tiers). Payment for insurance shall be considered as included in the various items of work as bid or in the lump sum price bid (as the case may be), and no additional payment will be made. The following insurance coverage(s), as applicable, are required:

- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection. The Client, its Board of Trustees, and their officials, employees, and agents shall be named as additional insureds by. There shall be no limitations on the coverage afforded to the Client, its Board of Trustees, and their officials, employees, and agents.
- b. The Contractor WILL NOT be providing services that require Contractor to transport Client personnel.
- c. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness.
- d. The Contractor IS NOT required to obtain Professional Liability / Errors & Omissions (E&O) liability insurance.

26. Waiver; Severability. Waiver of any default or breach under this Contract by Client does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

27. Non-discrimination Clause. Both parties agree that no person shall be subject to unlawful discrimination based on race; color; gender; age; religion; national origin; U.S. military veteran status; marital status; sexual orientation; disability; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.

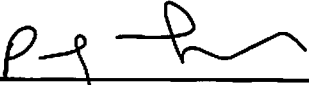
28. Conflict of Interest. Contractor shall disclose to Client any outside activities or interests that conflict or may conflict with the interests of the Client. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to (1) any activity that Contractor may be involved with on behalf of the Client, or (2) any activity that Contractor may be involved with on behalf of any other firm or agency. In addition, Contractor shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the Client's Conflict of Interest Code. Contractor shall be subject to the broadest disclosure category in the Client's Conflict of Interest Code during the term of this Agreement, except to the extent specifically modified in writing by the Superintendent or designee. For the term of this Agreement, no member, officer or employee of Client, during the term of his or her service with Client, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, gender identity, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Contractor shall also comply with all relevant provisions of Client's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Contractor must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Contract and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the contract.

- 30. Fingerprinting Requirements.** Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the Client's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor must provide for the completion of a Fingerprint Certification form, in the Client's required format, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the Client's pupils. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq. and will comply with any such requirements.
- 31. Confidentiality.** Contractor hereby acknowledges that certain records and information maintained by the Client, or by Contractor on behalf of the Client, are protected by law and shall not be released to third parties without express authorization from the Client. Such records include, but are not limited to, student records (i.e., any item of information relating to an identifiable student) and personnel records. In addition, all ideas, memoranda, plans, strategies, and documents shared with Contractor by Client in connection with the performance of this Contract, not generally known to the public, shall be held confidential by Contractor. Contractor agrees that information acquired by Contractor during meetings with the Client's administrative team, or during closed session Board discussions are deemed confidential and, except to the extent required by law, shall not be shared with third parties without express authorization from the Client.
- 32. Controlling Law; Venue.** The parties agree that California law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Merced County, California.
- 33. Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
- 34. Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
- 35. Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in [insert the desired place of arbitration] before [one/three] arbitrator(s). The arbitration shall be administered by the district's appointed arbitrator pursuant to its arbitration rules and procedures, if any. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- 36. Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
- 37. Notices.** All notices or demands of any kind required or desired to be given by Client or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified, or registered, postage prepaid, addressed to the respective party at the addresses herein.

I HAVE READ THIS CONTRACT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR



Signature

Paul Llanez, Chief Executive Officer
Authorized Representative Printed Name

5/25/2022
Date

CLIENT

Signature

Printed Name Client Authorized Representative

Date

MAIL CORRESPONDENCE TO

Luiana Irizarry, Chief Financial Officer
Knowledge Saves Lives Inc.
3321 G Street, Suite C
Merced, CA 95340

EXHIBIT A

PAYMENT TERMS

Alvord Unified School District shall pay Knowledge Saves Lives Incorporated the total amount of:

**Total:
\$17,700.00**

For services described in the attached document. Invoice payments should be made to:

**Knowledge Saves Lives Inc.
PO Box 1366
Los Banos, CA 93635**

Emergency preparedness training event has been scheduled by Alvord Unified School District. Once the training event is complete, the payment for the individual training event OR after the initial training event of an ongoing schedule of services will be due Net 30 days from completion.

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EXHIBIT B

STATEMENT OF WORK

Contractor shall provide the following services:

SB390 Continued Professional Development Course (60 people)
\$295 per person

According to California state law, as of July 1, 2021, all school security employees must undergo a mandatory school safety training course identified under California Senate Bill 390. This KSL course is taught by a Peace Officer Standards and Training (POST) certified instructor and is certified by The Bureau of Security and Investigative Services (BSIS). This course meets the standards for the certification requirements of Ca Ed Code 38001.5 and CA SB 390.

KSL shall provide virtually or in person at the site designated by the client, a three consecutive day (24-hour) training program to meet all requirements of SB 390. KSL shall be responsible for providing all training material and certificates. The client shall be responsible for providing a clean, safe training room or area with adequate seating for all attendees. All attendees will be responsible for signing a course roster at the beginning of each day of the program. If an in person course, KSL instructors request the use of an additional empty classroom space to be used for scenarios during the program. KSL instructors shall arrive to the site approximately one hour prior to the start of the training day to test the equipment and set up.

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