



LAYING the FOUNDATION, Inc.

LAYING THE FOUNDATION® TRAINING MASTER SERVICES AGREEMENT #20070604

AGREEMENT made this 19th day of March 2007, by and between **Laying the Foundation, Inc.**, a Texas Non-Profit Corporation, of 8350 North Central Expressway, Suite 300, Dallas, Texas 75206 (hereinafter called "LTF Inc"), and **Keller Independent School District** of 350 Keller Parkway, Keller, Texas (hereinafter called "Client").

WHEREAS, Client desires to engage LTF Inc. to conduct the following teacher training using the Laying the Foundation series of guides:

- *Laying the Foundation*® for up to 60 English teachers, 75 Science teachers and 90 math teachers, for the Client;
- Training shall be held on various dates for each subject matter as specified in Exhibit A;
- Training start time shall be determined by the Client to allow for six (6) hours of actual *LTF™* instruction each day;
- Training shall be tentatively conducted by the presenter(s) itemized in Exhibit A (hereinafter called "LTF Inc. Representative").

WHEREAS, LTF Inc. is willing to perform the above mentioned duties as an Independent Contractor for Client pursuant to the terms and conditions set forth below:

1. Independent Contractor. This Agreement shall not render LTF Inc. or its staff an employee, partner, agent of, or joint venturer with the Client for any purpose. LTF Inc. is and will remain an independent contractor in LTF Inc.'s compensation hereunder. LTF Inc. shall have no claim against the Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
2. Duties, Term, and Fees. LTF Inc.'s duties, term of engagement, fees and provisions for payment thereof shall be as set forth in Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by LTF Inc. and agreed to by the Client, and which collectively are hereby incorporated by reference.
3. Expenses. LTF Inc. will be responsible for any expenses incurred in connection with the performance of services under this Agreement except as specified in Exhibit A. Client will provide a training location suitable for the number of attendees and subject matter.
4. Employment of Assistants. LTF Inc. may, at its own expense, employ such assistants or subcontractors as LTF Inc. deems necessary to perform the services required by this Agreement.
5. Termination and/or Cancellation. The Client may terminate and/or cancel this Agreement at any time by providing written notice no less than 15 working days' prior to the first day of training. Cancellations made between 15 and six (6) business days prior to the first day of training will be billed 50% of the contracted price. **Cancellations made less than six (6) business days prior to the first day of training will be billed 100% of the contracted price.**
6. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
7. Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
8. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
9. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not

operate or be construed as a continuing waiver.

- 10. Assignment. LTF Inc. shall not assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the Client.
- 11. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to LTF Inc.: Mike Kantaris
 LTF Operations Director
 8350 North Central Expressway, Suite 300
 Dallas, TX 75206

If to the Client: Curriculum and Instruction Dept
 Keller ISD
 350 Keller Parkway
 Keller, TX 76248

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.


- 12. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- 13. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- 14. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Keller ISD

Laying the Foundation, Inc.

By: _____
(Signature)

By: 

 (Signature)

(Typed or Printed Name)

Donald Graham
(Typed or Printed Name)

(Title)

Vice-President – Finance
(Title)

(Date)

March 19, 2007
(Date)

EXHIBIT A

DUTIES, TERM, COMPENSATION, AND CONDITIONS

DUTIES: LTF Inc. will tentatively provide the following individual(s) (hereinafter called "LTF Inc. Representative"). Training shall include the following areas:

- English *Laying the Foundation*[®]
 - June 11-12, 2007
 - Grade 7-8: Instructor - tba
 - Grade 8-10: Instructor - tba
 - October 26-27, 2007
 - Grade 7-8: Instructor - tba
 - Grade 8-10: Instructor - tba
- Mathematics *Laying the Foundation*[®]
 - June 11-12, 2007
 - Grade 6-7: Instructor – tba
 - Algebra I: Instructor – tba
 - Algebra II, Geometry and Pre-Calculus: Instructor - tba
 - October 26-27, 2007
 - Grade 6-7: Instructor – tba
 - Algebra I: Instructor – tba
 - Algebra II, Geometry and Pre-Calculus: Instructor - tba
- Science *Laying the Foundation*[®]
 - June 4-5, 2007
 - Grade 7-8: Instructor – tba
 - Biology, Chemistry and Physics: Instructor - tba
 - October 26-27, 2007
 - Grade 7-8: Instructor – tba
 - Biology, Chemistry and Physics: Instructor - tba

The LTF Inc. Representative will report to **Curriculum and Instruction Dept** or their authorized representative in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Client and agreed to by LTF Inc.

TERM: This engagement shall span the period of approximately **five months, ending October 27, 2007** or earlier upon completion of LTF Inc.'s duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

FEES: As full compensation for the services rendered pursuant to this Agreement, the Client shall pay LTF Inc. the sum of **\$56,000, plus \$25 per guide ordered. Preliminary book purchase requisition is 90 for Science (\$2,250), 70 for English (\$1,750), 105 for Math (\$2,625) and 90 for TBA (\$2,250). Total contract is \$64,875.**

Additional participants in attendance without sufficient presenters requested shall be accommodated at the following additional rates: **\$100 per attendee beyond 30 per Science training presenter or beyond 35 per Mathematics or English presenter** listed above in "Duties".

All travel and materials expenses are included in the Total Fee sum listed earlier. However, **any technology equipment provided to the Client by LTF Inc and not returned via our prepaid shipping expense within ten (10) days following the conclusion of the training event shall be subject to a replacement charge up to \$10,000.**

Payment of all fees and guides shall be made by Client upon presentation of an invoice submitted by LTF Inc.

CONDITIONS: Science *Laying the Foundation*[®] training may include the use of chemicals found in a high school science laboratory environment. The use of these chemicals is further governed by the Safety Procedures listed in Exhibit B.

EXHIBIT B
***Laying the Foundation*[®] Chemical Safety Procedures for Client Training Sites**

Flinn Scientific is a recognized leader in laboratory safety. All chemical orders for *Laying the Foundation*[®] science trainings will be ordered through and shipped directly from Flinn Scientific. Flinn Scientific's unique packaging and labeling meet or exceed all regulations concerning the shipping, use, storage, and handling of laboratory chemicals.

Please follow the safety procedures below to ensure that all measures are taken to provide a safe laboratory experience.

- When the Flinn Scientific shipment arrives at the Client training site, do not allow the package(s) to be opened or transported by school personnel other than qualified science teachers.
- If a shipment appears damaged at time of delivery, DO NOT sign for the delivery. The shipment should be refused and left in the hands of Federal Express, or any other shipping handler contracted by Flinn Scientific.
- If possible, keep items unopened and in the original shipping package in a secured area until the *LTF*[®] science presenter arrives for the training.

After the workshop has been completed by LTF Inc., any chemicals remaining will be left at the Client training site. These chemicals are property of the Client and not LTF, Inc.

All chemicals come with brightly colored date purchased labels, and a permanent and perpetual inventory should be maintained by the Client. For further storage, maintenance, and disposal of these chemicals, please refer to the *Flinn Chemical and Biological Catalog Reference Manual*.

Laying The Foundation, Inc. and Advanced Placement Strategies, Inc. will not be responsible for the chemicals used in the trainings. These chemicals will be regarded as the property of the Client from the time of their arrival at the Client training site until the chemicals have been used completely or properly disposed.