

System Impact Consulting

Services Agreement

This services Agreement (the “Agreement”) is between the System Impact Consulting LLC (“System Impact”) and Gridley Unified School District, a California school district (“the “Client”).

Description of Services

System Impact shall perform the following services for Client:

MTSS Data Academy will be provided from July 1, 2024 through June 30, 2025. It includes access to regular live and recorded professional learning and related materials. The focus of the content includes using an MTSS to drive high-quality reading instruction. Services are delivered via a cohort model and include:

- 6 data team facilitator trainings
- 5 science-aligned reading instruction professional learning sessions
- 5 workshops for advanced data use
- 6 FastBridge functionality coaching sessions
- 11 monthly drop-in data coaching sessions
- 2 implementation self-review and priority-setting sessions
- Electronic access to downloadable Leader and Educator manuals
- Access for any building-level educator to the Learning Management System, with access to recorded sessions and other resources from July 1, 2024 to June 30, 2025

Compensation

For the services performed, Client shall pay \$5000, plus any sales or use tax, if applicable. Invoices shall be sent by System Impact and payable net 30 days from the date of invoice. Client agrees to pay System Impact within 30 days of receipt of invoice.

Term

The term of this Agreement shall be effective on July 1, 2024 and shall automatically expire on June 30, 2025.

Termination

Either party may terminate this Agreement if the other party (i) fails to perform any material obligation under this Agreement and (ii) does not correct such failure within seven (7) days after having received written notice of such failure. Additionally, either party may terminate this

agreement for its convenience upon 30 days' prior written notice to the other party. Upon any termination under this section, Client shall promptly pay System Impact for all Services rendered and costs incurred up to and including the effective date of termination.

Disclaimer of Warranties

System Impact makes no warranties, express or implied, as to any matter whatsoever, including without limitation, the condition, originality or accuracy of the Services performed or deliverables provided under this Agreement. System Impact expressly disclaims warranties of merchantability, or fitness for a particular purpose.

Limitation of Liability for Breach of Contract

In no event shall either party's liability for breach of this Agreement include damages for work stoppage, lost data, or indirect, special or consequential damages (including loss of profit), of any kind. Each party's liability to the other for breach of this Agreement shall not exceed an amount equal to the monetary consideration paid to System Impact under this Agreement.

General Provisions

Amendment

This Agreement shall be amended only in writing duly executed by all the parties to this Agreement.

Assignment

The parties may not assign any rights or obligations of this Agreement without the prior written consent of the other Party. Any assignment attempted to be made in violation of this agreement shall be void.

Entire Agreement

This Agreement (including all documents attached or referenced) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation, any non-disclosure agreement. The terms and conditions of any purchase order or similar document submitted by Client in connection with the services provided under this Agreement shall not be binding upon System Impact.

Force Majeure

No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

Governing Law and Jurisdiction

The internal laws of the state of Illinois shall govern the validity, construction, and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance, and enforcement of this Agreement shall be in the courts of Will County, Illinois.

Independent Contractor

In the performance of their obligations under this Agreement, the parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, partners, joint ventures, or employees. Each party's employees (i) shall be regarded as the employees of such party and shall not be regarded as the employees of the other party; (ii) shall be subject to the employment policies and procedures of such party and shall not be subject to the employment practices and procedures of the other party; and (iii) shall not be entitled to any employment benefits of the other party. Neither party shall have the right or power to bind the other party and any attempt to enter into an agreement in violation of this section shall be void. Neither party shall take any actions to bind the other party to an agreement.

Notices

Parties shall provide effective notice ("Notice") to each other, including any payments or invoices, via mail or email at the date and time which the Notice is sent:

System Impact Consulting
3075 Book Rd Ste 103
PO Box 9483
Naperville, IL 60567
admin@systemimpactconsulting.com

Gridley Unified School District
429 Magnolia St.
Gridley, CA 95948

Taxes and Similar Fees

In addition to the payment obligation for the System Impact Program, the Client is responsible for the payment of any and all income, sales, use, consumption, value added, excise, custom duties or other taxes and similar fees in connection with this Agreement, levied or required to be withheld from payment(s) to System Impact by any taxing authority or any other body having jurisdiction under any present or future laws. To the extent that Client is required to withhold or deduct taxes or similar fees on any payment to be made to System Impact, then the amount payable shall be increased by the amount that will result in System Impact receiving a net payment in the amount it would have received absent such withholding or deduction. If System Impact is required to pay any of such fees and/or taxes or any related penalties or interest, then any such payments shall be reimbursed to System Impact by Client.

Breach: Attorneys' Fees

In the event it fails to perform any of its obligations under this Agreement, Client shall reimburse System Impact for all System Impact's costs and expenses (including reasonable attorneys' fees, court costs, and costs of investigation) to enforce this Agreement, regardless of whether a suit or action has been commenced or concluded.

System Impact's Proprietary Rights

Client shall take all steps reasonable to protect System Impact's ownership rights in the Content. Client and any of its users shall not:

- Remove any branding and copyright notices
- Alter or otherwise modify the Content
- Create derivative works based in whole or in part on the Content
- Resell or otherwise distribute or allow unauthorized access to the Content
- Permit use of Content materials by anyone other than authorized users.

Client assumes all responsibility and liability for use of the Content by its authorized users and warrants that the authorized users will comply with the terms of this Agreement.



In witness whereof, the parties have entered into the Agreement as of the dates indicated below. Each individual signing below represents that they have the authority to bind the party on whose behalf they are signing.

System Impact Consulting

Sarah Brown, PhD
President

Date

Gridley Unified School District

Name
Title

Date