

58878



**CONTRACTED SERVICES AGREEMENT
 McGrath SUCCEED 2 Day Mentorship Program**

THIS CONTRACT is made and entered into as of this January 31, 2006, by and between McGrath Training Systems, hereinafter called the "Contractor", and Gadsden Independent School District, hereinafter called the "School District," with reference to the following facts:

1. The School District has requested, and the Contractor has agreed, to perform services for the School District consisting of the following: **McGrath SUCCEED 2 Day Mentorship Program.**
2. Said services shall commence on February 10, 2006 and May 3, 2006, with the hours to be determined.
3. The Contractor agrees to train up to 65 participants per day.
4. The Certified McGrath Trainer scheduled to conduct this training is Mary Jo McGrath.
5. **NOW, THEREFORE,** for and in consideration of the promises, covenants and Contracts contained herein, the School District and the Contractor agree as follows:

Training The School District agrees to pay the Contractor a Training Fee of \$3500.00 per day for 2 days for a total of \$7,000.00. In addition, Trainer Travel Expenses will be incurred and paid by the School District (see below).

Deposits and Cancellations A deposit of \$3,500.00, 50% of total Training Fee is due now to secure the above training dates. The balance of \$3,500.00 is due on the last day of the training, May 3, 2006, via hand delivery to the McGrath Trainer. The non-refundable deposit may be transferred to other training dates which occur within six (6) months of the date of this Contract, in the event of cancellation or postponement of the above-mentioned workshop by the School District. In the event that a workshop is postponed or cancelled after travel arrangements have already been made, the School District agrees to reimburse McGrath for an airline change fees, penalties or non-refundable expenses.

Trainer Travel Expenses The School District shall reimburse the Contractor for reasonable expenses actually incurred in conjunction with the training as follows: Airfare (business class or better), hotel, rental car and/or mileage, taxi/shuttle, parking and meals.

Training Materials/License Fee The Contractor agrees to supply up to 65 Participant Training Manuals. The training materials cost and license fee for use of these copyrighted materials is included in the total fee. The Contractor agrees to ship the manuals to The School District prior to the training, contingent upon receipt of payment in full from the School District. The School District has the right to increase the number of workshop participants above 65 no later than five (5) working days of the training dates referenced above, upon written notice or fax to McGrath. The additional fee per participant (above 65) will be \$40. The School District agrees that the program materials will only be distributed to employees who actually attend the program.

Copyright Protection The School District understands and agrees that the **McGrath SUCCEED 2 Day Mentorship Program** and its accompanying written training materials are copyright protected under Federal law. No part of the content of this training may be reproduced in any form or manner, including but not limited to photocopying, recording, or videotaping, without the express written permission from the Contractor.

No Resale The School District agrees that **McGrath SUCCEED 2 Day Mentorship Program** shall only be provided under the direction of a Certified McGrath Trainer. The School District understands that they are prohibited from delivering the **McGrath SUCCEED 2 Day Mentorship Program** in part or in whole to any person or persons and agrees to abide by this restriction.. The School District acknowledges that the restriction stated above is reasonable and is intended to preserve Contractor's reputation and legitimate business interest in maintaining the integrity of the **McGrath SUCCEED 2 Day Mentorship Program**. The School District is not authorized to sell, lease or transfer the written training materials, or any portion thereof, to individuals or other organizations either within or outside of the School District for commercial gain or for any other purpose. Violation of these terms and conditions shall constitute a breach of this Contract and/or violation of Federal copyright laws.

Participants and Guests The School District agrees to notify the Contractor in advance of any additional participants or guests from other organizations that will be participating in the above-mentioned workshop. The Contractor reserves the right to invite guests from other organizations to either participate in or observe the workshop at the School District, for the purpose of promoting the business interest of the Contractor. The Contractor will be responsible for providing workshop information to all additional participants/guests and will provide materials as provided for under separate contract with these participants/guests.

Independent Contractor Status In rendering the aforesaid services, it is mutually understood and agreed that the Contractor shall at all times be acting and performing as an Independent Contractor and not as an employee of the School District. All persons, if any, engaged by the Contractor to assist in the performance of this Contract shall be deemed to be the agents of the Contractor.

Tax Payments All payments to the Contractor pursuant to this Contract will be reported to Federal and State taxing authorities as required. The School District will not make any deduction nor withhold any sums from compensation payable to the Contractor.

Contract Alterations It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto and that no oral understandings or contracts not incorporated herein, unless confirmed in writing between the parties hereto, shall be binding on any of the parties hereto.

No Transfer Each of the parties hereto represents that there has been, and there will be, no transfer or assignment of any interest in the services to be provided hereunder.

Hold Harmless The School District agrees to indemnify and hold harmless the Contractor from and against any and all claims for damage to any person or entity arising from the performance of the services to be provided hereunder

IN WITNESS WHEREOF, this Contract has been executed by the parties on the date and year first written above.

McGRATH TRAINING SYSTEMS

Gadsden Independent School District

BY: _____

Maureen Charles

Name: _____

Chief Operating Officer

Title: _____

Employer I.D. Number: 77-0359199