



Pearson

DIAL IN PERSON TRAINING SERVICES AGREEMENT

This Training Services Agreement ("Agreement") is entered into as of **August 17, 2022** between NCS Pearson, Inc., a Minnesota corporation, with its corporate headquarters located at 5601 Green Valley Drive, Bloomington, MN 55437, and **Azusa USD** ("Customer") of **Azusa, CA** respect to training services to be provided by Pearson to Customer.

Pearson and Customer agree as follows:

1. The term of this Agreement begins on the date first written above and shall expire one year past the scheduled date of training below, or unless terminated prior to that date in accordance with the terms of this Agreement.
2. **It is the Customer's responsibility to return this Agreement, fully executed, within 3 business days of receipt. Failure to comply will result in Customer's forfeit of their preferred training date.**
3. The responsibilities of Pearson under this Agreement shall be to provide Customer with a private training consultation, **six (6) hours in duration scheduled for September 1, 2022.**
4. (a) Customer will maintain, at all times, the confidentiality of all information received in connection with the services performed hereunder regarding the business and activities of Pearson and its affiliated companies.

(b) Customer acknowledges that it will receive copyright protected materials and information as part of Pearson's performance of this Agreement. These training materials are intended for Customer's use during the training session(s) and for Customer's reference thereafter. Notwithstanding the foregoing, Customer acknowledges that it cannot use the materials outside of Customer's immediate organization and the materials cannot be posted or reproduced at any web or Internet/Intranet site that extends beyond Customer's organization.

(c) Customer acknowledges that the training provided by Pearson under this Agreement does not authorize or certify the trainees to use the training or materials in any commercial manner.
5. In full consideration hereof and for satisfactory performance of all training services to be rendered hereunder by Pearson, Customer will pay Pearson a fee equal to the following: **Seven thousand (\$7000)**. All fees will be invoiced to the Customer by Pearson. Customer will pay any invoices within thirty (30) days of receipt to the address indicated on the invoices.
6. All copyrightable material prepared by Pearson pursuant to this Agreement will remain the property of Pearson.
7. Customer is prohibited from recording the session. Pearson may agree to record the session upon Customer's request. Pearson will make the recording available for the Customer to access and view for 7 days from the date of the session.
8. Customer acknowledges and agrees that it will review the required Technology Checklist provided by Pearson in advance of the training and that Customer's equipment will meet

any technology requirements by the training date. Failure to comply with Pearson's technology requirements will result in cancellation of the training workshop, and Customer will be invoiced for the minimum fee stated in Paragraph 10.

9. Neither party will be liable to the other for failure to complete the services contemplated hereunder due to force majeure events, including without limitation, strikes, wars, acts of God, acts of terrorism, riots, civil disturbances, epidemics, floods, hurricanes, tornadoes, and any other similar acts, events, omissions or delays beyond the reasonable control of the parties. In the event of such delay, the date of delivery or performance shall be extended for a reasonable period of time.
10. (a) Customer will have the right to terminate this Agreement by written notice, and therefore cancel the training sessions covered by this Agreement, provided that:
 - (i) if such notice is given fifteen (15) calendar days or less prior to the first scheduled date of the workshop, Pearson will be entitled to payment of a minimum fee of half of the contracted amount, and
 - (ii) if such notice is given 24 hours or less prior to the first scheduled date of the workshop, Pearson will be entitled to the entire contracted amount.

(b) Should Customer wish to make changes to the training schedule, such requests must be made a minimum of thirty (30) days in advance to avoid an additional fee of one-quarter of the contracted amount.

(c) Customer will be in contact with the Pearson Trainer at least a week prior to the designated training date and Customer is responsible for letting Pearson know if this contact is not made.

(d) Training dates will not be guaranteed by Pearson until this Agreement is signed and returned to: **schedulingmanager@pearson.com**.
11. Pearson warrants and represents that Pearson has the full right, power and authority to enter into this Agreement and to perform its terms and that any material prepared by Pearson will be original and will not violate any copyright or personal or proprietary right of any person or entity.
12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST BUSINESS, LOST PROFITS, OR LOST SAVINGS ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE OR WHETHER SUCH LOSS COULD HAVE BEEN REASONABLY FORESEEN. WITHOUT IN ANY WAY LIMITING THE PRECEDING SENTENCE, TO THE FULLEST EXTENT ALLOWED BY LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES HEREUNDER, REGARDLESS OF LEGAL THEORY OR THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO PEARSON HEREUNDER. AND, TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THE PROVISIONS OF THIS SECTION ARE WAIVED.
13. This Agreement will be deemed made in the State of Minnesota and shall be subject to and construed in accordance with the laws of the State of Minnesota applicable to agreements to be performed wholly therein; merges all prior representations and understandings; and constitutes the entire understanding between the parties concerning the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by both parties.

14. This Agreement contains the entire understanding and agreement between the parties related to its subject matter. This Agreement supersedes any and all other agreements and understandings, whether oral or written, related to its subject matter, and may only be amended by a written document signed by both Customer and Pearson. This Agreement will be binding upon the parties and their respective successors and assigns.

EXECUTED as of the date first set forth above.

NCS Pearson, Inc.

Azusa USD in Azusa, CA

Pamela Bartlett

Authorized Signature

Authorized Signature

Pamela Bartlett

Norma Carvajal Camacho

Name (*printed*)

Name (*printed*)

Director, Professional Development and Implementation

Assistant Superintendent, Ed. Services

Title

Title

August 17, 2022

Date

Date