



26920 Pioneer Highway, Stanwood, WA 98292-9548
www.stanwood.wednet.edu

MEMORANDUM

TO: Board of Directors

DATE: May 18, 2021

FROM: Lloy Schaaf, Ed.D.

RE: Service Contract with Glean Education LLC

TYPE: Action Item

Attached, please find the service agreement for Glean Education LLC. This group will be providing a course called, "Understanding Dyslexia". This course is specifically designed for elementary staff, however, the course will be available to the entire district staff for the period of two months (September- October) at no extra charge. The course is a support and continuation of the dyslexia review our district has conducted this year. Offering the class was one of the committee's recommendations.

Recommendation: That the Board approves the service agreement with Glean Education, LLC.



Service Agreement

State of Washington

This Service Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

Glean Education LLC, a limited liability company, organized under the laws of the state of California, having its principal place of business at the following address:

175 Lucas Park Drive, San Rafael, CA 93903

and

Stanwood-Camano School District, an organization created under the laws of the state of Washington, having its principal place of business at the following address:

26920 Pioneer Hwy, Stanwood Washington 98292

Hereinafter, "Service Provider" will refer to and be used to describe the following party: Glean Education LLC. "Client" will refer to and be used to describe the following party: Stanwood-Camano School District. Service Provider and Client may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client wishes to retain the Services (as defined below) of Service Provider;

WHEREAS, Service Provider has the skills, qualifications, and expertise required to provide the Services to the Client;

WHEREAS, Service Provider wishes to render such Services to Client.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:



Article 1 - DEFINITIONS:

As used in this Agreement:

A) "Services" shall be used to refer to the following specific services that the Service Provider will provide to the Client under the terms and conditions set forth herein:

Glean Education will provide two months access to our online course "Understanding & Recognizing Dyslexia for WA Educators" from September 1 through October 31, 2021 for staff at Stanwood-Camano School District.

Glean Education will gather applicable email addresses and schedule three emails about the training to Stanwood-Camano School District Staff: One at the beginning of the enrollment period on September 1, one at the middle of the enrollment period on October 1, and one at the end of the enrollment period to alert staff to the closer of the completion window on October 31.

Glean Education will provide designated Stanwood-Camano School District administrators with enrollment/completion, survey responses, and a post-training wrap up two weeks after the end of the enrollment period by 11/15/2020.

B) "Commencement Date" shall be used to refer to the date the Service Provider begins work on the Services for the Client. The Commencement Date shall be 09/01/2021.

C) "Completion Date" shall be used to refer to the date that the Service Provider will complete or cease the provision of Services to the Client. The Completion Date will be 11/15/2021.

D) "Key Dates" shall be used to refer to specific dates during the time period that the Services are being rendered that the Service Provider agrees to meet specific events or deadlines. The Key Dates will be as follows:

- August 15, 2021: Stanwood-Camano School District sends Glean Education the email list to create the distribution email about training window starting September 1.
- September 1, 2021: Enrollment window opens and email goes out to alert staff about the online training.
- October 1, 2021: Training reminder email goes out to staff
- October 31, 2021: Training completion email goes out to staff
- November 15, 2021: Completion report, survey responses, and post-training wrap up goes out to administrators to close the training engagement.

E) "Fees" shall be used to refer to the payment Client will pay to Service Provide for the rendering of the Services. Specifically, the fees shall be as follows:

\$3,500 (Three thousand five hundred dollars), as a fixed fee for all Services rendered



Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Service Provider hereby agrees to render the Services to Client, beginning on the Commencement Date and ending on the Completion date, along with meeting the specified Key Dates, and Client agrees to pay Service Provider the Fees required for the Services.

Article 3 - LOCATION:

Service Provider will render the Services anywhere ONLINE the Service Provider considers appropriate to the type and nature of the work required to complete the Services.

Article 4 - SUBCONTRACTORS

The Service Provider shall be permitted to use subcontractors in the provision of Services to the Client. The Service Provider shall be responsible for the work of a subcontractor whose work shall be undertaken to the same standard as required by this Agreement. However, the Parties acknowledge and agree that some subcontractors have their own terms and conditions on which they trade and which are more restrictive than the provisions in this Agreement. For example, without limiting the generality of the foregoing, a subcontractor may have more restrictive wording as to the standard it will meet in work it performs (as to timing or quality), what is to happen if that standard is not met, and the restriction and exclusion of liability. Where the terms and conditions of a subcontractor are more restrictive or exclusory than the provisions of this Agreement, the Parties agree that work provided by a subcontractor will be governed by the terms and conditions of the subcontractor rather than the provisions of this Agreement.

Article 5 - STAFF OR EMPLOYEES:

The Service Provider may use any staff or employees that the Service Provider deems fit and capable in the provision of the Services to the Client.

Article 6 - FEES:

The Client agrees to pay the Service Provide the required Fees, as outlined elsewhere in this Agreement, for the provision of the Services, subject to the following terms and conditions:



A) Invoice Interval: The Service Provider will be entitled to invoice the client at the following time period:

Invoice will be sent upon commencement of the enrollment window on September 1, 2021.

B) Invoice Period: The Client shall have the following time period in which to pay the Service Provider's invoice:

Net 30 Days

C) Method of Payment: Service Provider will accept the following forms of payment

Check, direct deposit, or credit card (via our QuickBooks Link) for \$3500

D) Expenses: There is no travel required for this service. The course content will be delivered online, on-demand, and asynchronously.

Article 7 - CLIENT OBLIGATIONS:

During the provision of the Services, the Client hereby agrees to:

A) Cooperate with the Service Provider for anything the Service Provider may reasonably require;

B) Provide any information and/or documentation needed by the Service Provider relevant to the provision of Services or payment for the provision of Services.

C) Require any staff or agents of the Client to cooperate with and assist the Service Provider as the Service Provider may need;

Article 8 - INTELLECTUAL PROPERTY:

Any intellectual property and content ("Existing IP") belonging to the Service Provider, provided or shown to the Client in any way shall belong to the Service Provider. Client shall not be permitted to use, copy, modify, disseminate, or publish the Existing IP and shall not allow others to do so.

In addition, the Service Provider may create certain intellectual property ("Created IP"), including, but not limited to, plans, drawings, specifications, reports, advice, analyses, designs, methodologies, code, videos, podcasts, artwork, or any other intellectual property as required to render the provision of Services to the Client. Any such Created IP generated by the Service



Provider shall belong to the Service Provider. Client shall only be permitted to use or copy content for educational purposes, but should not modify, disseminate, or publish the Service Provider created IP and shall not allow others to do so.

Article 9 - CONFIDENTIALITY:

Each Party hereby acknowledges and agrees that they and the other party each possess certain non-public Confidential Information (as hereinafter defined) and may also possess Trade Secret Information (as hereinafter defined) (collectively the "Proprietary Information") regarding their business operations and development. The Parties agree that the Proprietary Information is secret and valuable to each of their respective businesses and the Parties have entered into a business relationship, through which they will each have access to the other party's Proprietary Information. Each of the Parties desires to maintain the secret and private nature of any Proprietary Information given. "Receiving Party" refers to the Party that is receiving the Proprietary Information and "Disclosing Party" refers to the Party that is disclosing the Proprietary Information.

A) Confidential Information refers to any information which is confidential and commercially valuable to either of the Parties, including without limitation the Existing IP and Created IP. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to either of the Parties.

Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.

Confidential Information shall not mean any information which:

- I) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the Receiving Party;
- II) is already known, through legal means, to the Receiving Party;
- III) is given by the Disclosing Party to third parties, other than the Receiving Party, without any restrictions;
- IV) is given to the Receiving Party by any third party who legally had the Confidential Information and the right to disclose it; or



V) is developed independently by the Receiving Party and the Receiving Party can show such independent development.

B) "Trade Secret Information" shall be defined specifically as any formula, process, method, pattern, design or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

C) The Client hereby agrees it shall:

I) Not disclose the Proprietary Information to any third parties at any time;

II) Not disclose the Confidential Information to any third parties at any time;

III) Not disclose the Financial information of this contract to any third party at any time;

Article 10 - WARRANTIES:

The Service Provider represents and warrants that it will perform the Services using reasonable care and skill for a Service Provider in their field and that any end products or materials given by the Service Provider to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party.

Article 11 - LIMITATION OF LIABILITY

Except in cases of death or personal injury caused by either party's negligence, either party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to the greater of Fees paid by the Client to the Service Provider or as set forth in Article (6)(E)(I) of this Agreement.

To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

Article 12 - INDEMNITY:

Client hereby agrees to indemnify Service Provider, and all of Service Provider's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal



fees and costs incurred, as a result of the Services rendered this Agreement or any transaction or matter connected with the Services or the relationship between Service Provider and client. This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

Article 13 - TERMINATION:

A) This Agreement may be terminated by the Service Provider if the Client fails to pay the requisite Fees after the date they are due subject to Article 6 (E) (III) of this Agreement. The Service Provider may terminate the Agreement in writing.

Any termination of under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Article 15 - RELATIONSHIP OF THE PARTIES:

The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties and that this Agreement is for the sole and express purpose of the rendering of the specific Services by the Service Provider to the client under the terms and conditions herein.

Article 16 - GENERAL PROVISIONS:

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Washington and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Illinois. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

E) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute



waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

- F) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.
- G) PUBLIC ANNOUNCEMENT: Neither Party will make any public announcement or disclosure about any of the FINANCIAL terms herein without the prior written approval of the other Party.
- H) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.
- I) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.
- J) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.
- K) FORCE MAJEURE: Service Provider is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.
- L) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by e-mail to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:



Service Provider:

Glean Education LLC

Representative: Jessica Hamman

jessica@gleaneducation.com

Client:

Stanwood-Camano School District

Representative: Lloy Schaaf

lschaaf@stanwood.wednet.edu

EXECUTION:

Name: Glean Education LLC

Representative Name: **Jessica Hamman**

Representative Title: **Founder & CEO**

Representative Signature:

Date: 5/6/2021

Name: Stanwood-Camano School District

Representative Name:

Representative Title

Representative Signature:

Date: