



Training Confirmation Agreement

Prepared for
Dublin Unified School District

December 13, 2016



Dublin Unified School District
7471 Larkdale Avenue
Dublin, CA 94568

Thank you for selecting The Flippen Group to provide your staff development needs. We look forward to serving you. Our goal is to provide you with a training that will both motivate and empower the participants to a new level of success. Please take a moment to review the information that follows and then sign and return this form to us promptly in order to confirm your training reservation.

SECTION 1: PRODUCTS

Products	Proposed Timeline	Pricing
Winning Culture One, 1-day in-service for up to 250 participants	January 27, 2017	\$4,500
Capturing Kids' Hearts Momentum A One, 2-consecutive-day training session for up to 30 participants * \$400 per person over 30 participants (not to exceed 35)	Winter 2017	\$12,000*
TOTAL (not inclusive of travel)		\$16,500

SECTION 2: INVESTMENT

- Dublin Unified School District agrees to contract with The Flippen Group for all the services on this agreement dated December 13, 2016.
- **Travel Package for each service to be billed separately and are not part of the Agreement total.** Travel inside the Continental United States will be billed at rate of \$1,000.00 for one-day events, \$1,500.00 for two-day events, and \$1,800.00 for three-day events (per trainer). Each additional consecutive day is \$300.00 per day. Travel rates are subject to change.
- Travel expenses that The Flippen Group has incurred and that have to be cancelled as a result of rescheduling or cancelling of a service without two weeks notice, may result in an extra charge to your organization.
- A \$400.00 fee will be charged for each person over 30 not to exceed 35 total per CKH Momentum A.
- For services performed in the state of New Mexico, sales tax applies at the rate of 5.125%.

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SECTION 3: PAYMENT POLICIES

- Purchase order is required 45 days prior to each scheduled event.
- The fee for each service, including travel and additional participants (if applicable), will be billed when services are rendered.
- Invoices are due upon receipt. Please make all checks payable to Flippen Group.

SECTION 4: CONFIRMATION

- Both parties will consider this program confirmed upon the signing of this agreement prior to January 13, 2017. Upon execution of this Agreement, The Flippen Group will make every effort to reserve your functions at the exclusion of all other business opportunities.
- All events included on this Agreement must be scheduled within 30 days of signing of the Agreement.

SECTION 5: TRAINING SET-UP SPECIFICATIONS

- The Flippen Group has a core principle to exceed our customer's expectations. We know the training environment can significantly impact the quality of the training. To make sure your staff is comfortable and to ensure outstanding results for those attending, we will need your help in arranging the facility based on the specifications found below.
- A quiet and service oriented facility should be selected for all scheduled trainings. We recommend that Capturing Kids' Hearts trainings not be conducted on school or district properties. All other trainings, coaching and consulting days may be provided at district facilities, so long as adequate space, quiet, and privacy are available.
- Dublin Unified School District will coordinate the facilities needed for trainings with the expense being incurred by your organization.
- Capturing Kids' Hearts should be scheduled from 8:00 AM – 5:00 PM. All other trainings should be scheduled from 8:00 AM – 4:00 PM each day.
- The Flippen Group and your organization will mutually agree upon the location of any services/trainings 30 days prior to the event.
- Upon the signing of this agreement, The Flippen Group's Event Planning Team will provide Dublin Unified School District with meeting size requirements, setup needs (inclusive of table/chair arrangements, AV requirements, etc.). It is understood that Dublin Unified School District will make arrangements and cover expenses for all equipment and be responsible for setup in advance.
- Light beverages (NO alcohol) need to be set up by Dublin Unified School District for the entire day for all participants. Meals can be coordinated by Dublin Unified School District with facility or caterer of choice or left up to individuals on their own.

SECTION 6: RESCHEDULING/CANCELLATION POLICY

- The Flippen Group can honor rescheduling requests 90 days or more before the first day of the event at no penalty and can be rescheduled for another time based on availability.
- Should Dublin Unified School District notify The Flippen Group less than 90 days before the first day of the event, then both parties understand this event has been cancelled and the full contract fee will be assessed.
- Force Majeure: Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement in such circumstances.

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- Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

SECTION 7: INTELLECTUAL PROPERTY POLICY

- The Flippen Group's intellectual property is a crucial part of providing training materials and consulting services to its clients, and The Flippen Group could not continue its work if its clients did not honor and respect The Flippen Group's intellectual property rights. None of our work or work product is done on a "work for hire" basis, and all of our material and work product is owned exclusively by The Flippen Group and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret. Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of The Flippen Group. By entering into this agreement you are expressly acknowledging and agreeing to the matters set forth in this paragraph, and you are agreeing that none of the training materials, notebooks, videos, presentations, processes, concepts, or parts thereof may be used by you, for any purpose, without the express advance written consent of The Flippen Group. In addition, you are agreeing to have any of your engaged contractors or subcontractors sign an agreement to protect The Flippen Group's intellectual property.
- Video and/or audio taping is strictly prohibited without prior written approval by The Flippen Group.
- Media representatives are not allowed to attend training without prior written approval by The Flippen Group.

SECTION 8: CONFIRMATION

I have read and understand the policies of The Flippen Group as printed in this agreement, and, as the contact person for this training, I will endeavor to see that all policies and related details are understood and completed by all involved parties in the planning of this event.

Signed: _____ Date: _____
(Group contact person or representative)

Print Name: _____ Title: _____

SECTION 9: CONTACT US

If you have any questions or need additional assistance, please do not hesitate to contact us.

The Flippen Group
Attn: Sharon Centala
1199 Haywood Drive
College Station, TX 77845

Phone: 888-608-8488
Fax: 877-941-4700
sharon.centala@flippengroup.com

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