



Services Agreement

This Services Agreement (this "Agreement") is hereby made as of May 13th, 2026 (the "Effective Date"), by and between Changing Perspectives Inc ("Contractor"), a Vermont nonprofit corporation with an address of PO Box 340664, Sacramento, CA 95834, and Reed Union School District ("Client"), a California School District with an address of 277 Karen Way, Belvedere Tiburon, CA 94920.

WHEREAS, Client is interested in utilizing the skills of Contractor as an independent contractor to achieve the purposes more particularly defined in this Agreement; and

WHEREAS, Contractor is interested in applying such skills as an independent contractor on behalf of Client in a manner and on such terms as are set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and obligations expressed herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, Client and Contractor do hereby agree as follows:

1. Services. In accordance with the terms of this Agreement, Contractor shall provide to Client the services ("Services") set forth in the Statement of Work attached hereto as Exhibit A, all of which terms and conditions are incorporated herein (the "SOW").

2. Fees; Payment Terms.

- a. In consideration of the provision of the Services by Contractor, Client shall pay to Contractor the fees set forth in the SOW in the time and manner as set forth therein.
- b. Fees will be due and payable as set forth in the SOW.
- c. Except for invoiced payments that Client has successfully disputed, all late payments shall bear interest at the rate of 5% per month.

3. Representations and Warranties.

- a. Each party represents and warrants to the other party that:
 - i. It is duly organized, validly existing, and in good standing under the laws and regulations of the jurisdiction of its incorporation or formation;
 - ii. It has the full power, right, and authority to enter into this Agreement and to perform its obligations hereunder;
 - iii. The execution of this Agreement has been duly authorized by all necessary action of such party; and
 - iv. When executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- b. Contractor represents and warrants to Client that:
 - i. it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner and shall devote adequate resources to meet its obligations under this Agreement; and
 - ii. it is in compliance with, and shall perform the Services in compliance with, all



applicable laws.

- c. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 3, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

4. Indemnification.

- a. Subject to the terms, conditions and limitations set forth in Section 13, each party (as “Indemnifying Party”) shall indemnify and defend the other party and its directors, officers, employees, and agents (collectively, the “Indemnified Party”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys’ fees, that are awarded against the Indemnified Party in a final non-appealable judgment, (collectively, “Losses”), arising out of any third-party claim alleging:
 - i. Material breach or non-fulfillment of any material representation, warranty, or covenant under this Agreement;
 - ii. Grossly negligent act or omission of Indemnifying Party, including any reckless or willful misconduct in connection with the performance of its obligations under this Agreement;
 - iii. Any bodily injury, death of any person, or damage to real or tangible personal property caused by the grossly negligent acts or omissions of the Indemnifying Party, including any reckless or willful misconduct; or
 - iv. Any failure by Indemnifying Party to materially comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.
- b. Exceptions. Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify or defend Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from Indemnified Party’s:
 - i. gross negligence act or omission (including recklessness or willful misconduct); or
 - ii. bad faith failure to materially comply with any of its material obligations set forth in this Agreement.

- 5. **Independent Contractor.** Contractor has the sole and exclusive right to control and direct the manner and means by which Contractor renders the Services, provided that such manner and means must produce deliverables of a quality reasonably satisfactory to Client. Contractor may perform the duties at any time or pursuant to any schedule, provided that the Services are completed within the time periods agreed upon by the parties. Contractor shall have no obligation to follow any particular sequence in performing the Services, unless otherwise specified in this Agreement. The relationship of the parties is that of independent contractors.



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Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties and no party shall have the authority to contract for or bind any other party in any manner whatsoever.

- 6. Term.** The term of this Agreement shall begin on the Effective Date and shall continue thereafter until the completion of all Services set forth in the SOW, unless sooner terminated pursuant to Section 14 (the “Term”).

7. Confidentiality.

- a. **Confidential Information.** “Confidential Information” shall mean any information that is treated as confidential by a party, including but not limited to all non-public information about its business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential”. Confidential Information shall not include information that: (i) is already known to the Receiving Party (as defined herein) without restriction on use or disclosure prior to receipt of such information from the Disclosing Party (as defined herein); (ii) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (iii) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (iv) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.
- b. **No Disclosure or Use.** A party receiving Confidential Information (the “Receiving Party”) agrees:
 - i. not to disclose or otherwise make available Confidential Information of the party disclosing such information (the “Disclosing Party”) to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, consultants, and legal advisors who have a “need to know”, who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 7;
 - ii. to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Client, to make use of the Educational Content (as defined herein); and
 - iii. to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.
- c. **Duty to Safeguard.** During and after the Term, the Receiving Party shall use at least the same degree of care (and in any event not less than reasonable care) to safeguard the confidentiality of the Confidential Information that the Receiving Party uses to protect its own confidential information.



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- d. **Required Disclosure.** If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide (i) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (ii) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.
 - e. **Survival.** All obligations imposed under this Section 7 shall survive the termination of this Agreement for a period of two years except that with respect to any Confidential Information that is a trade secret, the obligations imposed under this Section 7 shall survive for so long as such information remains a trade secret under applicable law.
- 8. Ownership of Materials.** As between Contractor, Client, and the End Users (as defined in the SOW), all intellectual property rights and all other rights in and to (a) any documents, work product, and other materials that are delivered to Client or End Users hereunder or prepared by or on behalf of Contractor in the course of performing the Services (collectively, the "Deliverables"), and (b) all documents, data, presentations, know-how, methodologies, software, computer programs, reports, and all other materials (the "Pre-Existing Materials" and together with the Deliverables, the "Educational Content"), shall be owned by Contractor. Contractor hereby grants Client during the Term a personal, non-exclusive, non-transferable limited license to use all such rights to the extent necessary to enable Client to make reasonable use of the Services. Subject to Client's compliance with the requirements of this Section 8 and Section 9, Contractor hereby grants to Client the right to grant sublicenses (which right shall not include the right to grant further sublicenses) to the End Users identified in the SOW. Notwithstanding the foregoing, in no event shall Client have the right to grant any other sublicenses and, no sublicense permitted under this Section shall exceed the scope of the rights and licenses granted to Client hereunder. All sublicenses granted by Client hereunder shall automatically and immediately terminate upon expiration or termination of this Agreement.
- 9. Use Restrictions.** Client will not use, and will not permit End Users to use, the Educational Content for any purpose not expressly permitted by this Agreement. Without limiting the foregoing, Client will not, and will ensure that End Users do not, at any time, directly or indirectly: (a) modify, edit, alter, adapt, translate, enhance, combine with other content, or otherwise create derivative works of or improvements to the Educational Content; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available to any third party the Educational Content; (c) remove any proprietary notices from the Educational Content; (d) bypass or breach any security device or protection used for or contained in the Educational Content; (e) use the Educational Content in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (f) use the Educational Content other than for the use permitted hereunder.
- 10. Obligations of Client.**
 - a. Cooperation: The Client agrees to cooperate, and agrees to cause End Users to cooperate, with the Contractor in a timely and transparent manner to facilitate the successful execution of the agreed-upon Services.



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- b. Information and Access: The Client shall provide accurate and necessary information required for the provision of Services. Additionally, the Client will ensure timely access to relevant resources and personnel essential for the Service delivery.
 - c. Timely Payments: The Client agrees to make all payments as outlined in the Agreement promptly and in accordance with the specified terms.
 - d. Compliance with Policies: The Client shall adhere, and shall cause End Users to adhere, to all relevant policies and guidelines communicated by the Contractor in relation to the contracted Services.
 - e. Feedback and Communication: The Client commits to providing timely feedback and maintaining open communication with the Contractor to address any concerns or modifications needed during the Term of the Agreement.
 - f. Resolution of Issues: In the event of any disputes or issues arising during the Term of the Agreement, the Client agrees to engage in good faith efforts to resolve them through negotiation and communication.
- 11. Non-Exclusivity.** Contractor retains the right to perform the same or similar types of services for third parties during the Term of this Agreement.
- 12. Assignment.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
- 13. Limitation of Liability.** IN NO EVENT WILL CONTRACTOR BE LIABLE TO CLIENT, END USERS, OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, EXCEED THE FEES PAID TO CONTRACTOR UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 14. Termination of Agreement.**
- a. Termination for Cause.
 - i. Either party may terminate this Agreement, effective upon written notice to the other party, if the other party materially breaches this Agreement and the defaulting party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
 - ii. If Contractor terminates for cause in accordance with this Section 14(a), all payments made prior to such termination shall be nonrefundable and Client shall promptly pay Contractor all fees remaining under the SOW.



- iii. If Client terminates for cause in accordance with this Section, all payments made prior to such termination shall be nonrefundable to the extent that Services have already been provided.
- b. Termination by Contractor for Convenience.
 - i. Contractor may terminate this Agreement at any time, without cause, by providing thirty (30) days' prior written notice to Client at the address listed in the preamble or to an email address provided by Client.
 - ii. If Contractor terminates for convenience in accordance with this Section 14(b), all payments made prior to such termination shall be nonrefundable to the extent that Services have already been provided.
- c. Termination by Client for Convenience.
 - i. Client may terminate this Agreement at any time, without cause, by providing thirty (30) days' prior written notice to Contractor at the address listed in the preamble or to an email address provided by Contractor.
 - ii. If Client terminates for convenience in accordance with this Section 14(c), all payments made prior to such termination shall be nonrefundable and Client shall promptly pay Contractor all fees remaining under the applicable SOW.
- d. Effect of Termination. Upon termination of this Agreement pursuant to Section 14(a) or 14(b), the SOW shall also be terminated and amounts to be reimbursed by Client for any already incurred travel expenses shall become immediately due and payable. In addition, upon termination of this Agreement, any incurred Hourly Fees (as defined in the SOW) shall be immediately due and payable.
- e. Survival. Any provision of this Agreement which by its terms imposes continuing obligations on the parties, including but not limited to, Section 3 (Representations and Warranties), Section 7 (Confidentiality), Section 8 (Ownership of Materials), and Section 13 (Limitation of Liability), shall survive the expiration or termination of this Agreement.
- f. Any Other Termination. Any attempted termination of this Agreement or the SOW other than as provided in this Section 14 is prohibited.

15. General Provisions.

- a. Notices. Any notices to be given hereunder by either party to the other may be effected either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested or by email. Mailed notices shall be addressed to the parties at the addresses appearing in the preamble of this Agreement, but each party may change that address by written notice in accordance with this paragraph. Notices delivered personally or via email shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.
- b. Entire Agreement; Modification. This Agreement, together with the SOW and all schedules, exhibits, and any other documents incorporated herein, constitute the sole



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- and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to the subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of the SOW, the following order of precedence shall govern: (i) first, the SOW; (ii) second, this Agreement (exclusive of the SOW); and (iii) third, any exhibits or schedules to the SOW or this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by all parties hereto.
- c. Amendment. This Agreement may be amended or modified only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
 - d. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
 - e. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Vermont and applicable federal laws without regard to any conflicts or choice of law provisions thereof.
 - f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together constitute one agreement. Delivery of an executed counterpart signature page by facsimile, email, PDF, or by any other digital or electronic means has the same effect as delivery of an executed original signature page to this Agreement.

[Remainder of page intentionally left blank; signature page follows.]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their respective names as of the day and year first written above.

CHANGING PERSPECTIVES INC

By: _____

Printed Name:

Title:

Date:

Reed Union School District

By: _____

Printed Name: Chris Kim

Title: Chief Business Official

Date:





EXHIBIT A

Statement of Work

See attached.



Exhibit A to Services Agreement Statement of Work

This Statement of Work (this “SOW”), entered into to be effective as of May 13th, 2026, adopts and incorporates by reference the terms and conditions of that certain Services Agreement (the “Agreement”) which is entered into as of near or even date herewith by and between Changing Perspectives Inc (“Contractor”), a Vermont nonprofit corporation with an address of PO Box 340664, Sacramento, CA 95834, and Reed Union School District (“Client”), a California School District with an address of 277 Karen Way, Belvedere Tiburon, CA 94920. Services provided under this SOW will be provided in accordance with and subject to the terms and conditions of this SOW and the Agreement. Any capitalized terms used but not defined in this SOW shall have the meanings set out in the Agreement.

1. **Services:** In accordance with the terms and conditions of the Agreement and this SOW, Contractor agrees to provide the following Services to Client and those constituent organizations of Client identified as “End Users” in Section 5:

SERVICE	LOCATION/ END USER	COST PER ITEM	FREQUENCY/DATES	COST
Site Visits	Reed Elementary	\$2,050	3	\$6,150
Professional Development	Reed Elementary	\$2,050	1	\$2,050
Virtual Coaching	Reed Elementary	\$175	10	\$1,750
Site Visits	Bel Aire Elementary	\$2,050	3	\$6,150
Professional Development	Bel Aire Elementary	\$2,050	1	\$2,050
Virtual Coaching	Bel Aire Elementary	\$175	10	\$1,750
Virtual Coaching	Del Mar Middle	\$175	10	\$1,750
Virtual Coaching	District	\$3,500	N/A	\$3,500
Travel*	District	\$900		\$900

Start Date of Services (“Start Date”): July 01, 2026

Anticipated Completion Date of Services (“Completion Date”): June 30th, 2027

2. **Information; Communication:** Contractor requires certain information about Client and End Users in order to provide the Services. To that end, Client agrees to promptly respond and

cause End Users to promptly respond to all information requests made by Contractor. In the event that Client or End Users do not promptly respond to Contractor's requests for information, the Start Date and the general timeline of the Services may, at Contractor's discretion, be delayed.

3. **Cancellations:** If Contractor, Client, or End User needs to cancel a scheduled session and wishes to reschedule, it is such party's responsibility to coordinate the rescheduling of the session. The cancelling party must communicate the cancellation and desired rescheduling dates in writing to the other party at least ten (10) business days prior to the originally scheduled session. In the case of unforeseen events, such as emergencies or other unexpected circumstances, the Parties are encouraged to promptly communicate these challenges and to explore mutually agreeable alternatives. Rescheduling will be subject to the availability of the Parties. Contractor reserves the right to terminate the SOW if Client or End User cancels multiple sessions.

4. **Fees; Payment Terms:**

a. Payment for Services under this SOW shall be due and payable in accordance with this Section 4:

PAYMENT SCHEDULE		
TOTAL FEES DUE UNDER THIS SOW: \$26,050		
PAYMENT AMOUNT	DUE DATE	\$\$ AMOUNT
50% of Total Proposal Sum	August 15, 2026	\$13,025.00
25% of Total Proposal Sum	January 15, 2027	\$6,512.50
25% of Total Proposal Sum	Earlier of June 15, 2027 or Completion of Services	\$6,512.50

b. Any work requested by Client which is outside the scope of this SOW (such as custom reports or other project-related work) will be billed at \$150.00 per hour, in quarter hour increments and added to invoices as "Hourly Fees." Payment for any such hourly work will be due thirty (30) days after Client receives an invoice for the same. Late payment for such hourly work will bear interest in the manner described in the Agreement.

c. Any travel that is required in order for Contractor to perform the Services shall be reimbursed by Client. Payment for such travel expenses will be due and payable thirty (30) days after Client receives an invoice for the same. Late payments for such travel expenses will bear interest in the manner described in the Agreement.

BILLING CONTACT	
NAME	EMAIL

5. **End User Information:** Contractor agrees to provide the Services to Client and to each of the End Users listed below in the manner described in Section 1. Client represents that each End User listed below is a school or other constituent organization within Client's school district or community and for whom Client has decision-making authority.

END USERS				
SCHOOL NAME	ADDRESS	ATTENTION/MAIN POINT OF CONTACT	EMAIL	PHONE
Reed Union School District	277 Karen Way, Belvedere Tiburon, CA			
Bel Aire Elementary School	277 Karen Way Tiburon, CA			
Del Mar Middle School	105 Avenida Miraflores Tiburon, CA			
Reed Elementary School	1199 Tiburon Blvd Tiburon, CA			

6. **Term:** The term of this SOW commences on the date hereof and continues in effect until the Completion Date or until either party terminates the SOW as permitted in the Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work as of the date first above written.

CONTRACTOR:

CHANGING PERSPECTIVES INC.

By: _____

Name:

Title:

CLIENT:

Reed Union School District

By: _____

Name: Chris Kim

Title: chief business official