

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (the "Agreement") dated on this 6th day of August, 2021

BETWEEN:

Bethlehem Area School District of 1516 Sycamore Street, Bethlehem, PA, 18017

(the "Client")

-AND-

US², Inc. of 21975 Leyte, Farmington Hills, MI, 48336

(the "Contractor")

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SECTION I:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") as outlined in the attached Statement of Work.

Term of Agreement

2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

Termination of Agreement

3. This Agreement may be terminated by either party, by providing at least 14 days written notice in writing to the other Party:
 - I) if the other party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
 - II) if the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;
 - III) if the other party or its employees or agents engage in any conduct prejudicial to the business of the other, or in the event that either party considers that a conflict or potential conflict of interest has arisen between the parties.
4. If this Agreement is terminated before the expiration of its natural term, Client hereby agrees to pay for all Services rendered up to the date of termination, and for any and all expenditures due for payment after the date of termination for commitments reasonably made and incurred by Contractor related to the rendering of Services prior to the date of termination.

5. Any termination 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.

Performance

6. The Parties agree to do everything necessary to ensure that the Terms of this Agreement take effect.

Currency

7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

8. For the Services rendered by the Contractor and specified within the "Statement of Work" as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as outlined below:
 - a. \$10,000. Payment is expected within 30 days of submission of invoice. If payment is more than 45 days after submission, a 10% late charge will be added per month.
9. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law.

Reimbursement of Expenses

10. The Contractor will not be reimbursed for expenses incurred by the Contractor in conjunction with providing the Services of this Agreement unless pre-authorized.

SECTION II:

Additional Resources

11. The Client agrees to provide, for the use of the Contractor in providing the Services, the following resources:
 - a. The Client will communicate with stakeholders, arrange virtual meeting logistics, and provide input to the Contractor throughout the process.

Confidentiality

12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client and the business of the Contractor which would reasonably be considered to be proprietary to either party including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and/or Consultant and where the release of that Confidential Information could reasonably be expected to cause harm to the parties involved.
 - a. However, any of the following information shall not be deemed Confidential information: (i) information generally known by, or available to, the public, (ii) information already in possession of the Client or can be demonstrated by the Client to have been known prior to the date on which it was received from the Contractor; (iii) information disclosed by third parties who have legal possession of it, as long as can be demonstrated with sufficient evidence and it does not result in a violation or breach of a contractual or legal obligation by such third parties; (iv) information hereafter disclosed by the Contractor to the public without any duty of confidence or restriction on its use or further publication, or (v) information that is otherwise independently known to, or developed by, the Client without reference to the Contractor's Confidential information.
13. Both the Contractor and the Client agrees that it will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the party has obtained, except as authorized by the disclosing party. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.

14. Any confidential information exchanged will be handled with reasonable care and distributed to stakeholders on a need to know basis.
15. If the Client is required to disclose Confidential information pursuant to a subpoena or by court order, or in response to a Right to Know Law (“RTK”) request (but only if the information sought is legally subject to disclosure under Pennsylvania law in response to the RTK), the Client agrees to give the Contractor prompt written notice sufficient to permit the Contractor to contest the disclosure or seek a protective order.

Non-Competition

16. Other than with the express written consent of the Contractor, which will not be unreasonably withheld, the Client will not be directly or indirectly involved with a business which is in direct competition with the particular business line of the Contractor, divert or attempt to divert from the Contractor any business the Contractor has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to the expiration or termination of this Agreement. This obligation will survive the expiration or termination of this Agreement and will continue for three (3) years from the date of such expiration or termination.

Non-Solicitation

17. The Contractor understands and agrees that any attempt on the part of the Contractor to induce other employees or contractors to leave the Client’s employ, or any effort by the Contractor to interfere with the Client’s relationship with its employees or other service providers would be harmful and damaging to the Client.
18. During the Term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement, the Contractor will not in any way directly or indirectly:
 - a. Induce or attempt to induce any employee or other service provider of the Client to quit employment or retainer with the Client;
 - b. Otherwise interfere with or disrupt the Client’s relationship with its employees or other service providers;
 - c. Discuss employment opportunities or provide information about competitive employment to any of the Client’s employees or other service providers; or
 - d. Solicit, entice, or hire away any employee or other service provider of the Client.

Ownership of Materials and Intellectual Property

19. All Intellectual Property belonging to the Contractor will remain the property of the Contractor.

Return of Property

20. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

21. In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

22. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - a. US², Inc. of 21975 Leyte, Farmington Hills, MI, 48336
 - b. Bethlehem Area School District of 1516 Sycamore Street, Bethlehem, PA, 18017
 - c. Or to such other address as any Party may from time to time notify the other.

Indemnification

23. Each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors, and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed to waive or reduce the immunities from civil liability granted by or to enlarge the limitations on immunity imposed by the Political Subdivisions Tort Claims Act.

Modification of Agreement

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Governing Law

25. This agreement and its subject matter shall be governed by the laws of the State of Michigan applicable without regard to their conflict of law’s provisions. Any dispute arising out of or relating to this Agreement may be resolved only by the courts of the State of Michigan or, if subject matter jurisdiction exists, by the United States federal courts, with venue in the Court of Common Pleas of Oakland County, Michigan (in the case of state court) or in the State of Michigan (in the case of federal court).

Time of the Essence

26. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

27. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

28. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

Severability

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 24th day of July, 2021.

Bethlehem Area School District, Michael E Faccinetto

US², Inc.

Signed: _____

Signed: _____

Name: _____

Name: Megan Fuciarelli

Title: _____

Title: Founder & CEO

Date: _____

Date: August 6, 2021

STATEMENT OF WORK #1

THIS STATEMENT OF WORK (the "SOW") dated on this 6th day of August, 2021

BETWEEN:

Bethlehem Area School District of 1516 Sycamore Street, Bethlehem, PA, 18017

(the "Client")

-AND-

US², Inc. of 21975 Leyte, Farmington Hills, MI, 48336

(the "Contractor")

PROGRAM: Professional Development

August 26, 2021 (8-11 am ET) Up to 200 Participants per Session One (1) US ² Consultant per Session	Importance of JEDI Work within Education: Justice, Equity, Diversity, and Inclusion work goes far beyond identifying implicit biases that we hold. Within this session, educators are encouraged to explore the impact of this work on classroom culture, discipline practices, curriculum, and pedagogy.	Up to 3 Hours per Session (total of five sessions included in this contract)
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Facility:

Bethlehem Area School District will arrange for virtual conference room (Zoom with breakout rooms preferred) and provide information to US² prior to the day of delivery for preparations. We ask that someone from the BASD team be present for all virtual sessions to serve as technical support and to manage attendee admittance – allowing our team to focus on delivery of material and facilitation of discussion.

If the foregoing correctly sets forth your understanding of our agreement and is acceptable to you, please sign and date this agreement in the space printed below, return, and make a copy for your files. We will then send a deposit invoice for processing.

Bethlehem Area School District, Michael E. Faccinetto

US², Inc.

Signed: _____

Signed: _____

Name: _____

Name: Megan Fuciarelli

Title: _____

Title: Founder & CEO

Date: _____

Date: August 6, 2021