

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the “Agreement”) dated this

_____ day of April, 2020

BETWEEN:

North Star Parent Teacher Association of 9301 Ventura NE, Albuquerque, NM 87122
(the "Client" aka “NSPTA”)

—AND—

Open Source Kids of 8100 Wyoming Blvd NE, Suite M4-740, Albuquerque, NM 87113
(the "Contractor" aka "OSK")

BACKGROUND:

- The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- 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:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the “Services”):

- a. Provide an education program for computer science pullout allowing each class at every grade level to have a 45-minute computer science pullout once per week. The computer science program will be based on the New Mexico computer science standards or similar curriculum. It is understood that it will not be possible to implement all standards in a once-a-week class schedule.
 - b. The Client agrees not to require the Contractor to use any particular curriculum, equipment, computer hardware, computer software, methodology, philosophy, or pedagogy to accomplish the services described in this contract.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the “Term”) will begin on the date of this Agreement, with Open Source Kids classes starting on or before August 12, 2020 and will remain in full force and effect until May 25, 2021, subject to earlier termination as provided in this Agreement. The dates listed are the Albuquerque Public Schools (“APS”) published dates for the 2020-2021 school year. OSK will be required to offer services for a total of 163 days of teaching within the school year dates listed above or as amended by APS to account for snow days. The dates and number of days of teaching laid out in this Agreement may be shortened or decreased at the discretion of the North Star Elementary School principal, as necessary based on school desires and/or needs of the principal, without change to the Term as laid herein. Changes by APS or the State of New Mexico to the 2020-2021 academic calendar for reasons other than snow day makeup which are implemented after this contract is in effect, do not constitute changes to the Term of this Agreement. The Term shall be extended only with the written consent and approval of the Parties.

Performance

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

Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

6. The Contractor will charge the Client for the Services at the rate of \$45,000.00 per school year (the “Compensation”). \$42,500 will be used for OSK operational costs. \$2,500 will be used for direct classroom spending.
7. The Client will be invoiced \$22,500.00 by the Contractor no earlier than June 1, 2020 and payable by the Client within 14 days of receipt of said invoice; the Client will be invoiced \$22,500.00 by the Contractor no earlier than December 14, 2020 and payable by the Client within 14 days of receipt of said invoice.
8. Invoices submitted by the Contractor to the Client are due within 14 days of receipt. Payment of an invoice after 14 days of receipt of said invoice are considered late payment.
9. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to full payment of the contract provided that there has been no breach of contract on the part of the Contractor. If the agreement is terminated by the Contractor, OSK will issue a notice in writing 30 days prior to termination, and the Contractor will be paid pro-rata for the services provided in this agreement.
10. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

Penalties for Late Payment

11. Any late payments will trigger a fee of 5.00% per 30 days past receipt of invoice or part thereof on the amount still owed. Late payment fees will be added to the amount still owed and will constitute the new payment due.

Trade Secrets

12. Trade secrets (the “Trade Secrets”) include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonable expected to cause harm to the Client.
13. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorized by the Client or as required by law. The

obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

Ownership of Intellectual Property

14. All intellectual property and related material (the “Intellectual Property”) that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property for the duration of the contract.
15. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

Return of Property

16. 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.
17. Upon the expiry or termination of this Agreement, the Client will return to the Contractor any property, documentation, records, or confidential information which is the property of the Contractor.

Capacity/Independent Contractor

18. 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. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers’ compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes, related to payments made to the Contractor under this Agreement. The Contractor is required to add the Client as additionally insured with the insurance company of their choice and provide the Client with documentation confirming such proof.

Notice

19. 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 at the following addresses:
- a. North Star Parent Teacher Association, 9301 Ventura NE, Albuquerque, NM 87122
 - b. Open Source Kids, Inc, 8100 Wyoming Blvd NE, Suite M4-740, Albuquerque, NM 87113
- or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.
20. The Contractor and Client may submit correspondence and invoices via electronic communications, such as text messaging and email, at the official addresses and phone numbers or at those provided by other means. Communications received electronically are equivalent to written correspondence as described above.

Indemnification

21. For the purposes of this contract, the personnel used by OSK to fulfill this contract will be considered volunteers with respect to the school. All OSK personnel will adhere to all APS and North Star rules for unsupervised volunteers.
22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable State of New Mexico law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, board members, shareholders, affiliates, officers, agents, employees, volunteers, 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 directors, board members, shareholders, affiliates, officers, agents, employees, volunteers, and permitted successors and assigns that occurs in connection with this Agreement. This includes any accident, injury, or illness caused to students, teachers or other people on the premises, and any and all liability from fire, destruction, or damage caused to the building or the building contents.

23. If any accident, injury, fire, destruction, or damage is directly caused by an OSK employee in violation of the laws of the State of New Mexico, the responsibility and liability for said accident, injury, fire, destruction, or damage rests solely with the person or persons in violation of applicable New Mexico law and no additional liability shall fall on any other OSK employee, board member, or volunteer. All other accidents, injuries, or illnesses on school property fall under the standard responsibilities and liabilities of the school as they pertain to school volunteers.
24. OSK will not hold NSES or NSPTA liable for equipment damaged by normal use by students. OSK will insure its own equipment.

Additional Clauses

25. There is an assumption that North Star Elementary School (“NSES”) will provide the following items:
 - a. OSK will be provided with the North Star technology lab (Room 120) (i.e., the “classroom”) for teaching.
 - b. Any classroom other than the North Star technology lab (Room 120) will be equipped with equipment and services comparable to those described below.
 - c. The classroom will contain a Promethean (or equivalent) touch-screen teaching board.
 - d. The classroom will contain an Apple TV connected to the internet and to the Promethean board.
 - e. The classroom will have Wi-Fi internet access that OSK will be able to log into.
 - f. The classroom will contain a set of iPads equivalent to the enrollment number of the largest classroom (i.e., one per student in every class). These iPads will be available for student use during all classroom teaching times. The iPads will have access to the internet via Wi-Fi.
 - g. The classroom will contain Apple iMac computers (i.e., desktop computers or desktops) equivalent to the enrollment number of the largest classroom (i.e., one per student in every class).
 - h. The classroom will contain one teacher laptop for everyday teaching use. This computer must be able to print to NSES printers.
 - i. OSK will be able to use any standard teacher supplies and equipment in the standard ways agreed upon for reasonable teacher school use. Examples of this include, but are not limited to, workroom copiers, lamination machines, die-cut punches, office paper, papers available in the workroom, communal office supplies, etc.

- j. OSK will have the ability to load software onto the classroom desktop computers. Alternatively, OSK can expect that APS support staff will load required software onto computer lab desktops in a reasonable time (i.e., within one week).
 - k. OSK will have the ability to load software onto the classroom iPads. Alternatively, OSK can expect that APS support staff will load required software onto computer lab iPads in a reasonable time (i.e., within one week).
 - l. OSK will be provided with at least one key to the technology room and any room required to complete the above stated work. This key will be available for OSK teachers to take from the school property.
 - m. OSK will be required to follow all NSES and APS rules for key usage.
 - n. OSK will be provided with key or key-card access to the outer school doors.
 - o. OSK will be required to follow all NSES procedures with said key and/or key-card.
 - p. OSK will have access to the school and to the classroom during the days and for the same hours as NSES teachers.
 - q. OSK will be provided with at least one APS email account. This account must have the appropriate system level privileges to utilize APS teaching resources.
 - r. OSK will have access to at least one APS Google Classroom account. This account shall have all of the system rights and privileges accorded to APS teachers.
26. On weeks when NSES is using the classroom for testing, Open Source Kids will have access to another space to continue running its program. In the event that another space at the school is not available for Open Source Kids to use, Open Source Kids will not be required to teach classes during that time.
23. OSK reserves the right to change the curriculum at any time and in any way OSK sees fit to accomplish the requirements of this agreement.
24. OSK will be allowed to photograph and take video of classroom activities. These photos and videos may include any student whose parents have signed the appropriate APS photo and video release forms. OSK will not be required to have additional release forms of its own. OSK will be allowed to use any photos or videos taken anywhere in the school in the course of a lesson as OSK sees fit provided said media was obtained according to the above caveats. OSK will be able to photograph or video any student work as OSK sees fit, provided said work does not contain a student or contains a student who meets the criteria above.

Modification of Agreement

25. 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.

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.

Inurement

29. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

30. Titles, headings, numbers, and letters are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

31. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa. Words like “they” and “them” used to denote singular persons, are to be interpreted as such and in a manner consistent with current cultural accommodations.

Governing Law

32. This Agreement will be governed by and construed in accordance with the laws of the State of New Mexico.

Severability

33. 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.

Waiver

34. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of April, 2020.

North Star Parent Teacher Association (NSPTA)

Open Source Kids, Inc

Brook Bassan, President on Behalf of NSPTA

Anthony Lupinetti, President OSK

_____(Signed)

_____(Signed)

_____(Date)

_____(Date)