

iSi Team, LLC - Service Agreement

THIS SERVICE AGREEMENT (this “**Agreement**”) is made and entered into on April 1, 2021, (the “**Effective Date**”) between Davis Joint Unified School District (the “**Client**”) and iSi Team, LLC, a Georgia limited liability company (“**iSi**”).

BACKGROUND STATEMENTS

- A. iSi guides school districts through mobile technology integration including strategic planning, professional development, and product deployments (the “**Business**”).
- B. The Client desires to engage iSi’s services under the terms of this Agreement, and iSi desires to provide services to the Client.
- C. The parties wish for this Agreement to govern the relationship between the parties and to memorialize their respective rights and obligations.

AGREEMENT

In consideration of their mutual covenants contained in this agreement, the parties, intending to be legally bound, agree as follows.

1. **iSi’s Services.** iSi will provide the Client those services set forth in detail on **Schedule A** and incorporated into this Agreement by this reference. **Schedule A** may be modified, from time to time, upon agreement of the parties to better describe the Services to be provided by iSi. All such activities of iSi are collectively referred to as the “**Services**.”
 - a. iSi will diligently perform the Services and implement the strategic plans established from time to time by iSi and the Client. iSi is familiar with the Services and knows no reason why the Services cannot be adequately performed. iSi will provide the Services through employees and certain independent contractors who have been trained and certified to implement iSi’s Services.
 - b. During the Term of this Agreement, iSi will devote sufficient time, energy, and skill to the Services in fulfillment of iSi’s responsibilities under this Agreement; provided, however, iSi is expressly free to perform services for other parties while performing the Services for the Client.
2. **Term.** The term of this Agreement (the “**Term**”) will commence on the Effective Date and will continue until the earlier to occur of: (i) iSi’s completion of the Services shown on **Schedule A**; and (iii) the termination of this Agreement in accordance with Section 6.
3. **Payment Schedule.** The Client will pay to iSi those fees in the amounts and on the dates set forth in detail on **Schedule B** and incorporated into this Agreement by this

reference. Pre-payment discounts and cancellation payment policies, if any, are also specified on **Schedule B**.

4. **Independent Contractor Status.** The Client engages iSi as an independent contractor to perform the Services, and iSi accepts this engagement. iSi acknowledges and agrees that iSi is an independent contractor and not an agent or employee of the Client and that iSi has no authority to bind or obligate the Client in any way. Nothing in this Agreement shall be deemed to cause this Agreement to create an agency, partnership or joint venture between iSi and the Client. iSi will indemnify the Client for any breach by iSi of this section that results in liability to the Client.
5. **Contractor Authority.** iSi has full power and authority to enter into this Agreement, and this Agreement does not violate the terms of any other agreement between iSi and any third party. In performing the Services, iSi covenants and agrees not to utilize any invention, discovery, development, innovation, or trade secret of any third party in which iSi does not have a proprietary interest unless iSi obtains all necessary consents required to avoid violation of any third party agreement with respect thereto.
6. **Termination.** The Client may terminate this Agreement at any time upon thirty (30) days' written notice to iSi, subject to the termination and cancellation payment policies in Section 3. iSi may terminate this Agreement at any time upon thirty (30) days' written notice. In addition, if iSi commits any criminal act or fraud against the Client or any of its clients, commits any willful or negligent act which causes material harm to the Client, or commits serious misconduct in connection with performance of the Services, the Client at any time may terminate the engagement of iSi immediately and without prior written notice to iSi.
7. **Survival.** Upon termination of this Agreement the provisions of Sections 4 through 6 shall not be discharged or dissolved but shall survive the termination or cancellation of this Agreement.
8. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Georgia without reference to the principles of conflict of law.
9. **Successors and Assigns.** The parties may not assign any of its rights or duties under this Assignment without the prior written consent of the other party. All provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns.
10. **Dispute Resolution.** Any claim or controversy that arises out of or relates to this Agreement, or the breach hereof, shall be settled in Georgia by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court with jurisdiction.
11. **Severability.** In the event that a court of competent jurisdiction declares any provisions in this Agreement to be unenforceable or void as unreasonable, the other provisions of this Agreement shall remain in full force and effect to the extent such court does not declare them to be unreasonable or unenforceable.
12. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

13. **Notices.** All notices, demands, or other communications required or desired to be given by any party must be in writing and must be validly given to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If notice or demand is served personally, including by electronic mail delivery, notice is deemed received at the time of personal service. If notice or demand is given by regular mail, notice is deemed received three days after deposit in the United States mail addressed to the party to whom notice is to be given at the address below. Any party may change its address by written notice given in the manner provided.

If to iSi:

Name: Travis Allen, President and CEO

Email: travis@ischoolinitiative.com

Address: 44 Milton Avenue, Suite 213, Alpharetta, GA 30009

If to Client:

Name: Rody Boonchouy, Associate Superintendent, Instructional Services

Email: rboonchouy@djusd.net

Address: DJUSD, 526 B Street, Davis, CA 95616

14. **Amendments.** This Agreement may only be amended in writing signed by both parties.
15. **Counterparts.** This Agreement may be executed and delivered in counterparts, including by facsimile transmission or by email transmission in Adobe PDF, each of which shall be deemed an original and all of which, when taken together, constitutes one and the same Agreement.
16. **Entire Agreement.** This Agreement and any attached Schedules and Exhibits supersedes any and all other agreements, either oral or written, between the parties with respect to the engagement of iSi by the Client. This Agreement contains all of the covenants and agreements between the parties and constitutes the entire understanding and agreement of the parties.

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IN WITNESS WHEREOF, the parties have entered this Agreement as of the Effective Date.

The Client:

Davis Joint Unified School District

By:

Print Name: Amari Watkins

Print Title: Associate Superintendent
of Business Services

iSi:

iSi Team, LLC

By:

Print Name:

Print Title:

Schedule A - Scope of Work

Custom Built Program - Our team and project manager will work with you to custom build a schedule, marketing material, any new content, and a program overview.

Quest Box Subscriptions (x8) - In order to create the proposed experience for 200 students, we will need to ship and provide 8 of our QUEST subscription box kits. The subscription boxes can be left with the district after the program.

SLED Program Curriculum - Our SLED Elective has course material around design thinking, communication skills, project management, etc. that will be included in this proposed program.

Find, Filter & Apply Course Curriculum - iSchool Initiative has 20 hours of course material designed around teaching students to use technology to solve problems effectively. This will be used in this proposed program.

Utilize Event Management Platform - Our own event platform will allow us to help with registration management, schedules, collecting feedback, providing students with resources, and uploading student projects at the end of the program.

Student Shirts (x200) - We will provide our SLED shirts for all student attendee's.

Onsite Certified Trainers (x8) - iSchool Initiative will provide a minimum of 8 staff on site at all times for the proposed 2 week period. These staff members will provide all the training for the program.

Analytics and Data - Once the program is complete, we will provide you will a complete report of the personal growth of students overall, the projects they created during the program, and overall feedback given by the students.

Schedule B - Payment

Service Name	Service Date	Quantity	Total Price
QUEST Academy Program - Elementary Seat	8/2/2021	100	\$50,000
QUEST Academy Program - Secondary Seat	8/2/2021	100	\$50,000

Grand Total: \$100,000

Additional Payment Details:

Partial Upfront Payment Required. At Least 50% of the Grand Total shown in Schedule B shall be paid no later than 30 days prior to the service date. The remaining balance will be due with a net 45 days from the service date.

AMENDMENT
TO THE
iSi LLC
AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT
(Venue and Governing Law)

This Contract Amendment executed by iSi LLC hereinafter referred to as “Vendor”, and Davis Joint Unified School District, hereinafter referred to as “District”, which document shall amend the Agreement between the Vendor and District Agreement as follows:

The Agreement shall be governed by and construed in accordance with the laws of the State of California and all disputes arising out or relating to the Agreement shall be heard in Superior Court in Yolo County, California.

Subject to the terms and conditions set forth in this Amendment, the above referenced Service Agreement between the parties is hereby ratified and confirmed.

iSi LLC

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: Amari Watkins

Title: _____

Title: Assoc. Supt. of Business Services

Date: _____

Date: _____