

ACTION ITEM SUMMARY

DESCRIPTION	Approval of FirstDay Learning Services Agreement to provide coaching for All Kids Childcare
Reason for Recommended Action	<p>All Kids Childcare had two evaluations and the Provider was exceptionally upset with the results. This center has a lot of potential and with the proper coaching, could become an accredited center in a very small area – Green Cove Springs.</p> <p>The coaching would be outside of ECS staffing so would allow this provider to have a coach working with them in a different capacity. The cost for this program is \$11,260 and will provide training, coaching and consulting services to the Provider and the staff.</p>
How the Action will be accomplished	Vote to approve and we will sign the contract with First Day Learning.



Professional Services Agreement

Client:

This Professional Services Agreement (**Agreement**) for training, coaching, and consulting services is entered into by and between Hillspoint Resources, Inc. d/b/a **FirstDay Learning (FirstDay)**, and the Client named above (**Client**), collectively the **Parties**.

FirstDay Learning Campfire Coaching Program

Physical Address of Coaching: Virtual delivery via Zoom						
Campfire Coaching program descriptions	Max. # of Participants	Delivery Dates	Monthly fee per cohort	Number of cohorts	Number of months	Total Fees
Campfire Coaching Kickoff – is a one-day event focused on introducing participants to FirstDay Learning’s core content. Morning and afternoon sessions are each three (3) hours.	Twenty (20)	In Person TBD- before monthly coaching begins				\$5,300
Campfire Coaching is a ten (10) month, bi-weekly, one (1) hour coaching session delivered virtually to each cohort.	Five (5) per cohort	September 2021 through June 2022* Specific day and times to be decided	\$596	1	10	\$5,960
Total Campfire Coaching Program Fees						\$11,260

Billing & Payment: Client will be billed in full upon completion of the in-person Campfire Coaching Kick-off. Client agrees to pay in full within 30 days of receipt of invoice for the services, materials, and total fees described above.

TOTAL	Invoiced in full	\$11,260
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Client Information:

Client Organization	The Early Learning Coalition of North Florida		
Primary Contact Person	Teresa Matheny		
Phone Number	904-726-1500 (office) 904-521-6803 (mobile)	Email	teresa.matheny@ecs4kids.org
Organization Address	2450 Old Moultrie Road, Suite 103, St. Augustine, FL 32086		

Additional Contacts:

Additional Contact	Dawn Bell		
Phone Number	904-342-2267	Email	dbell@elcnorthflorida.org
Additional Contact	Rhonda Cody		
Phone Number	904-342-2267	Email	rcody@elcnorthflorida.org

Billing Information:

Billing Contact	Susan Pettijohn		
Phone Number	904-342-2267 (office) xxx xxx xxxx (mobile)	Email	spettijohn@elcnorthflorida.org
Billing Address	2450 Old Moultrie Road, Suite 103, St. Augustine, FL 32086		

Materials Shipping Information:

Organization Name	All Kids Learning Center Corp		
Attention	Natasha Langlois		
Phone Number	904-863-3943 (office) 757-286-0402 (mobile)	Email	nlanglois12@outlook.com
Shipping Address (No P.O. Boxes)	1215 Idlewild Avenue, Green Cove Springs, FL 32043		

Expedited shipping costs associated with an incorrect shipping address or late communication of the shipping address will be charged to the Client.

Rescheduling:

The service delivery dates detailed above may not be rescheduled unless agreed by both parties in writing 45 days or more prior to the dates shown above for Client-site services; or 30 days or more prior to the dates shown above for online services. Dates for rescheduled trainings must be within 12 months of this Agreement date; otherwise it will be considered a cancellation (see Cancellation below). Client accepts that in the event of a reschedule, available service dates will be on a first available basis. In the event Client reschedules the training less than 45 days prior to training dates shown above for Client-site services; or less than 30 days prior to the dates shown above for online services; or without mutual agreement in writing, Client agrees to pay a \$480 rescheduling fee.

Cancellation:

In the event this Agreement is cancelled or postponed and not rescheduled within 12 months of this Agreement date, Client agrees to pay a 10% cancellation fee, plus the \$480 rescheduling fee above, if applicable.

Neither the Client nor FirstDay shall be considered in breach of this Agreement in the event that performance of the agreed services is prevented by forces outside of either party's control, including but not limited to mandatory travel restrictions, health restrictions or pandemic, extreme weather, or natural or unnatural disaster. In such event the professional services fees above will be waived and both parties will be responsible for their own incurred expenses. Payment for services performed prior to such an event will be due per the payment terms below.

Limitation of Liability:

FirstDay provides its professional services "As Is, Where Is" and will not be liable for any loss of use, interruption of operations, or any indirect, special, incidental, or consequential damages of any kind. In no event shall FirstDay's aggregate liability under this Agreement exceed the fees paid under this Agreement.

Copyright & Authorized Use:

No portion of any FirstDay Learning training course or coaching framework (including, but not limited to videos, participant guides and deliverables) may be recorded, copied, photographed, reproduced, or transmitted in any form or by any means, electronic or mechanical, or using any information storage, retrieval and/or backup system, without written permission from FirstDay. Participants in training courses and coaching processes will be provided with, and authorized to use, the materials provided by FirstDay subject to the provisions set forth below in Intellectual Property. All supplied materials are solely for the use of the Client and its immediate and current employees.

Client Use Only:

Client will not resell participant seats in any training session or coaching group, or charge any additional fees to training and/or coaching participants without the written consent of FirstDay.

Intellectual Property:

The Client is hereby granted a limited, nonexclusive and nontransferable license to use FirstDay's training and coaching materials. All FirstDay courses and materials are copyright protected and subject to proprietary trademarks. Neither Client nor participants may copy or sublicense the courses or materials and the Parties agree that FirstDay owns or has a license or other right to use the courses and materials. Client and participants hereby acknowledge that FirstDay retains all right, title and interest in and to the copyrights, trademarks and other intellectual property rights inherent or related in any way to the courses and materials. Should the Client or participants make any changes, enhancements, and modifications to the courses or materials, ownership and

all rights shall immediately transfer to FirstDay. Should Client or any participant violate any provision of these terms and conditions, the license granted herein shall terminate immediately and Client or the participants shall promptly return all materials to FirstDay at Client's expense.

Compliance and Governing Law:

Both Parties shall perform its obligations under this Agreement in compliance with all foreign, federal, state and local statutes, orders and regulations, including those relating to privacy and data protection. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any suit or proceeding arising out of or relating to this Agreement shall be commenced in a court of suitable jurisdiction in Charlottesville, Virginia and each party irrevocably submits to the jurisdiction and venue of such courts.

Address and Contact of Record:

All required written notices hereunder shall be delivered, via both email and overnight mail, to the person or persons shown, and to the addresses shown, in the signature block below. Any party may change the address and contact of record by giving the other party written notice of such change.

Entire Agreement:

This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings. No representation, promise, offer, or statement of fact or intention has been made by either party which is not embodied in this Agreement. This Agreement may only be amended by the mutual written consent of FirstDay and Client and duly executed by their authorized representatives.

Special Instructions:

Accepted and agreed to as of the last date shown below by the authorized representatives of each party.

For Hillspoint Resources, Inc.
d/b/a/ FirstDay Learning

For Client

Signature

Signature

Name, Title

Name, Title

Date

Date

FirstDay Learning
P.O. Box 4709
Charlottesville, VA 22905-4709
Email: info@firstdaylearning.com
Tel: (434) 218-2335