



SECURE EDUCATION — CONSULTANTS —

PROPOSAL FOR SERVICES

PREPARED FOR:



Traverse City Area Public Schools

Secure Education Consultants

4527 Cascade Road, Suite B

Grand Rapids, MI 49546

616-308-7626

www.SecureEd.com

June 20, 2022

John VanWagoner
Superintendent
Traverse City Area Public Schools
412 Webster Street
Traverse City, MI 49686
E: vanwagomjo@tcapsstudent.net

John:

On behalf of the SEC team, I would like to thank you for the opportunity to provide a written proposal to Traverse City Area Public Schools for Site Assessment services.

Our team looks forward to serving your district and community. As always, please do not hesitate to contact me with any questions.

Sincerely,



Jason Russell
Founder and President
Secure Education Consultants
Jason.Russell@SecureEd.com

SITE ASSESSMENT

SEC will visit the designated site(s) and evaluate vulnerabilities associated with physical security and emergency preparedness. The SEC Site Assessment is completely comprehensive and accomplishes a 360- degree examination of the site, its practical functions, and its surroundings. SEC identifies both best practices used by the site and any deficiencies related to safety and emergency preparedness identified during the site assessment.

SEC will thoroughly examine the facility, to include:

- The surrounding area for hazards that could create a security concern;
- Internal and external design features;
- Present technical and physical security measures; and
- Relevant safety and security policy and procedures currently in place.



SEC will assess pertinent emergency equipment such as facility and exterior grounds access control features, as well as cameras and video surveillance systems.

In addition, SEC will conduct on-site interviews with all key personnel, such as administrators and applicable facility and maintenance staff.

Following the Site Assessment, SEC will provide a district-wide Executive Summary detailing any deficiencies noted and offer cost effective strategies to mitigate those deficiencies.

The Site Assessment takes approximately up to four (4) hours to complete. During two (2) of those hours, an individual with extensive knowledge of the facility, such as the principal, needs to be available to provide a tour and answer any policy and procedure questions.

SEC will provide a complete report of all deficiencies observed during the assessment process. The district will receive one report for the entire district. The intent is to provide assessment to only existing facilities, this would include the administration building and any district ancillary buildings.

SERVICES	DESCRIPTION
SITE ASSESSMENT (Up to 4 HRS. per school)	<ul style="list-style-type: none"> ▪ Physical assessment of site ▪ Assessment of pertinent emergency equipment ▪ Review of related policies and procedures ▪ On-site interviews ▪ District wide findings report

SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is entered into effective as of the date of acceptance (“**Effective Date**”), between **Secure Education Consultants, LLC**, a Michigan limited liability company, (“**SEC**”), and Traverse City Area Public Schools with offices located at 412 Webster Street, Traverse City, MI 49686 (“**Client**”).

The parties agree as follows: This Agreement sets forth the terms and conditions under which Client will purchase from SEC, and under which SEC will provide to Client, certain services as may from time to time be agreed by the parties in a written SOW (as defined below).

STATEMENT OF WORK

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 60 days from the date of this proposal:

Service	Description	Pricing*
Site Assessment	<ul style="list-style-type: none"> ▪ Physical assessment of sixteen (16) schools ▪ Assessment of pertinent emergency equipment ▪ Review of related policies and procedures ▪ On-site interviews ▪ District-wide written findings report ▪ Ancillary buildings included free of charge (Central Office, Bus Garage, Facilities, etc.) 	\$2,000 Per Site
TOTAL		\$32,000

Fees for in-person services are due 75% upon signing and 25% upon delivery. Payment by check or credit card. Invoices are emailed. Travel expenses additional, if applicable.

Virtual Security Consulting

With the purchase of SEC services, clients receive one year of virtual SEC consultant support. You can contact us any time to discuss your security-related concerns, for no additional fee.

REFERENCES

Oxford Schools

Tim Throne
tim.throne@oxfordschools.org

Rochester Community Schools

Dana Taylor
dtaylor@rochester.k12.mi.us

Ann Arbor Public Schools

Liz Margolis
margolisl@aaps.k12.mi.us

West Bloomfield School District

Kyle Anderson
kyle.anderson@wbsd.org

Eaton RESA

Cindy Anderson
canderson@eatonresa.org

Endeavor Schools

Ken Jones
kjones@endeavorschools.com

Forest Hills Public Schools

Julie Davis
jdavis@fhps.net

Fraser Public Schools

Carrie Wozniak
carrie.wozniak@fraserk12.org

Fusion Education Group

Nate Mihos
nmihos@fusionacademy.com

Novi Community School District

Gary Kinzer
gary.kinzer@novik12.org

Saline Area Schools

Curt Ellis
ellisc@salineschools.org

Warren Woods Public Schools

Stacey Denewith
sdenewith@mywwps.org

Grand Rapids Christian Schools

Tom DeJonge
tdejonge@grcs.org



Jason Russell

Jason Russell is Founder and President of Secure Education Consultants. As president of SEC, Jason leads a team of former federal law enforcement agents, police officials, and military specialists, in delivering White House-level threat assessment and protection to schools and businesses.

In this role, Jason is responsible for overseeing all company operations, product development, and quality assurance. Jason has grown this business to serve hundreds of clients across the nation and beyond.

Jason served with the United States Secret Service as a Special Agent. During his tenure, Jason was involved in protective and investigative assignments as well as protecting the President and Vice President along with all living former Presidents. In addition to protection assignments, Jason served as the Secret Service Lead Instructor at the International Law Enforcement Academy, a Physical Fitness Coordinator, and on the Internet Crimes Against Children Task Force.

Jason began his law enforcement career with the Lansing Police Department (LPD). While with the LPD, Jason was recognized with a lifesaving award from Mothers Against Drunk Driving. Jason has worked on the US Marshals Fugitive Task Force, and various multi-jurisdictional enforcement initiatives.

Jason is a frequent keynote and content speaker at conferences on the topics of emergency preparedness, active shooter response, and safety and security process. Jason additionally has taught criminal investigation and security courses as an adjunct professor.

Born in Kalamazoo, Michigan, Jason holds a Bachelors Degree in Criminal Justice from Western Michigan University and his Master's Degree in Criminal Justice and Security Management from Michigan State University.



Marc Connolly

Marc Connolly, VP of Secure Education Consultants, is a highly accomplished security and law enforcement professional. Marc retired after 27 years with the US Secret Service. During his time with the Secret Service, he rose to the level of Deputy Assistant Director. Connolly's last position at the Secret Service was Deputy Special Agent in Charge of the Presidential Protection Division.

Marc planned, directed, coordinated and implemented protective operations related to protection of the President of the United States.

Marc was instrumental in developing contingency plans and overseeing threat assessment as they related to Secret Service protectees.

Marc supervised a workforce of over 1,000 law enforcement officials with duties of protecting the White House. He also supervised the development and deployments of technological advances to advance the protection mission of the Secret Service.

Marc additionally served as the Deputy Assistant Director in the Office of Governmental and Public Affairs where he provided oversight and supervision to the Public Affairs Program, Capitol Hill and Interagency Liaison Division.

In addition to the above assignments, he served as the Assistant to the Special Agent in Charge of the Presidential Protection Division, Special Agent in Charge of the Office of Protective Research, Resident Agent in Charge of the Secret Service, Grand Rapids Resident Office and Assistant to the Special Agent in Charge of the Secret Service Rowley Training Center.

Marc has directed and implemented security at the absolute highest level and brings his commitment to security to SEC.

CLIENT REFERENCES

Acero Charter Schools Network

Emilia Nichols
Director of Operations
P: 312-846-0610
E: enichols@aceroschools.org

ACLU

David Baird
Director of Operations
P: 212-549-2539
E: dbaird@aclu.org

Box.com

Kelly D'Innocenti
Compliance Manager, Business Continuity
P: n/a
E: kdinnocenti@box.com

Forest Hills Pediatric Association

Kathy Hickey RN
Practice Administrator
P: 616-949-4465
E: officemanager@foresthillspediatrics.com

Goddard Cave Creek

Jake Thompson
Owner
P: 480.437.1000
E: CaveCreekAZ@goddardschools.com

International School of Denver

Seth Winnerman
Director of Administration and Human Resources
P: 303.340.3647
E: seth.winnerman@isdenver.org

Louisiana Workers Compensation Committee

Gary Sanders
Chief Security Officer
P: 225-231-0820
E: gary.sanders@LWCC.com

Montana School Group Insurance Authority

Shawn Bubb
Director of Insurance Services
P: 406-457-4418
E: sbubb@mtsba.org

NN AutoCam Precision Components Group

Steve Heethuis
Training Director
P: 616-698-0707
E: Steve.heethuis@nninc.com

North Bay Schools Insurance Authority

Suzanne Dillman
Member Services Manager
P: 707-399-4206
E: SuzanneD@nbsia.org

OLHSA (Oakland Livingston Human Service Agency)

Brad Michaud
Chief Financial Officer
P: 248-895-2133
E: bradm@olhsa.org

Saline Area Schools

Curt Ellis
Assistant Superintendent of Human Resources
P: 734-401-4003
E: ellisc@salineschools.org

Stratford Academy

Donna Kay McGoldrick
Human Resources Director
P: 478-477-8073
E: DonnaKay.McGoldrick@stratford.org

1. SCOPE OF SERVICES.

1.1 Services. SEC agrees to provide to Client, and Client agrees to pay for, the services and deliverables as described on separately executed statements of work ("SOW"), as may from time to time be entered into between Client and SEC.

1.2 Statement of Work. Each SOW shall specifically describe the services to be performed by SEC, the deliverables, the performance schedule, the applicable pricing, the payment terms, and other material terms and conditions.

1.3 Conflicting Terms. Each SOW shall be incorporated into, made a part of, and governed by the terms and conditions of this Agreement. If there is a conflict between this Agreement and any SOW, the terms of this Agreement shall control, unless the SOW specifically amends this Agreement by reference to this Section and the Section(s) to be amended.

2. TERM.

2.1 This Agreement. This Agreement shall remain in effect until terminated as provided in this Agreement.

2.2 SOWs. Each SOW shall remain in effect until the earliest to occur of the following events: (a) the SOW is terminated as provided in this Agreement or (b) the SOW has been completed or has expired on the SOW's own terms (unless the parties have agreed, in writing, to extend the term of such SOW).

3. PRICE AND PAYMENT.

3.1 Pricing. The services provided by SEC shall be at the pricing stated in the applicable SOW.

3.1.1 Fixed Fee. If an SOW lists a price for a particular service or deliverable and such price is specified without qualification, the amount quoted shall be deemed a fixed fee. SEC shall provide such service or deliverable for the fixed fee.

3.1.2 Time and Material. Payment for a service or deliverable to be provided on a time-and-material basis shall be determined in accordance with the hourly rates set forth in the applicable SOW multiplied by the hours that SEC has worked on such service or deliverable.

3.1.3 Not-to-Exceed Fee. If the SOW lists a price for a particular service or deliverable on a not to exceed basis, the service or deliverable shall be provided on a time-and-material basis (plus reimbursable expenses and applicable taxes) for not

more than the specified maximum aggregate amount. Client shall not be liable for any additional charges if SEC's actual costs and reimbursable expenses for such service or deliverable exceed the not-to-exceed fee.

3.1.4 Subscription Fee. If an SOW provides a monthly, annual, or other periodic subscription fee for a service or deliverable, then the service or deliverable shall be provided at such fee for the time period denoted in the SOW.

3.2 Reimbursable Expenses. In addition to the fees and other costs specified in the SOW, Client shall reimburse SEC for reasonable out of pocket expenses incurred by SEC in connection with the performance of services hereunder, including the expenses of travel (e.g., hotel accommodations, meals, ground transportation, telephone charges, internet research, faxing services, tips, and incidentals) and reasonable third party costs, subject to any limitations or exceptions specified in the SOW.

3.3 Invoices and Payment. Unless otherwise provided in the SOW, SEC shall submit periodic invoices for fees and expenses to the address set forth in the SOW. The amount of any sales, excise, or other taxes, if any, applicable to the services or expenses shall be added to the amount of the invoice and shall be paid by Client as and with the other amounts owed to SEC. Each invoice shall (a) include a description of services performed; and (b) specify expenses for which reimbursement is sought. Upon receipt of SEC's invoice, Client shall have fifteen (15) days to review and dispute in good faith any such fees or expenses. In the event that Client does not dispute a fee or expense within such fifteen-day period, the amount shall be deemed approved. For undisputed amounts on any invoice, Client shall pay or reimburse SEC within thirty (30) days of Client's receipt of SEC's invoice for such amounts. Any payment or reimbursement not paid by Client when due shall accrue interest at the lesser rate of one and one-half percent (1.5%) per month or the greatest amount allowed by applicable law. Client shall reimburse SEC for all of SEC's costs of collecting any amount owed to SEC by Client under this Agreement, including collection costs, reasonable attorneys' fees, and court or arbitration costs. This Section shall control all matters related to SEC invoices and any conflicting or additional terms in a purchase order or other document delivered by Client to SEC shall have no force or effect.

4. INTELLECTUAL PROPERTY. SEC retains all patent, copyright, and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience (collectively, "SEC's IP") owned or possessed by SEC before the commencement of, or acquired by SEC during or after, the performance of the services or deliverables (including

any reused or reusable materials, final deliverables, and work-in-process). Any and all services or deliverables conceived or developed by SEC for Client, solely or jointly with others (including Client employees) arising out of or in connection with any SOW ("Work Product") shall be the sole and exclusive property of SEC. SEC hereby grants to Client an irrevocable, non-exclusive, non-transferable, royalty-free license to use SEC's IP and Work Product for Client's internal and personal use solely in connection with and to the extent contemplated by this Agreement or the applicable SOW. Client shall not use, or disclose to any third party, SEC's advice or Work Product for any purpose not expressly contemplated by the applicable SOW, and SEC shall have no liability with respect to, modifications made by Client to SEC's Work Product. Client shall have no right to sell, copy, reproduce, make derivative works from, or alter any of SEC's IP or any Work Product. At the request and sole expense of SEC, Client shall reasonably assist SEC in the establishment, preservation and enforcement of any and all of SEC's rights in any Work Product, including but not limited to making, executing, and delivering all reasonable and necessary application papers, assignments, and instruments, and performing, or causing to be performed, such other reasonably and necessary lawful acts related to such Work Product. SEC represents and warrants to Client that SEC has the right to grant the license to the Work Product as provided in this Section and that use of the Work Product by Client in accordance with this Section shall not infringe the intellectual property rights of any third parties, but SEC makes no other representations and warranties about SEC's IP or the Work Product.

5. **CONFIDENTIALITY.** Client shall forever hold in Client's strictest confidence, and not use or disclose to any other party, any intellectual property; know-how; trade secrets; vendor or customer lists or identities; details of any vendor, client, or consultant contract; pricing policies; operational methods; business and financial information; marketing plans or strategies; product or service development techniques or plans; acquisition or succession plans; and any technical information, ideas, discoveries, designs, processes, procedures, formulas, or trade secrets of SEC, whether or not in written or tangible form, and whether or not registered (collectively, the "Confidential Information"). Notwithstanding the foregoing, (i) Client may disclose Confidential Information to the limited extent mandated by court order; and (ii) Confidential Information shall not include information that is publicly available or received by Client from a third party with no obligation of confidentiality. Upon termination of any SOW, Client shall deliver to the SEC all materials in Client's possession that contain Confidential Information, without retaining any copies, reproductions, or summaries of any such materials. This Section shall supplement, and not abrogate or reduce, any additional protections of SEC's information available under law (such as patent or trade secret protections).

6. **ADDITIONAL COVENANTS, REPRESENTATIONS, AND WARRANTIES.**

6.1 **Execution.** Each party represents and warrants to the other party (both upon the execution of this Agreement and upon each execution of a SOW under this Agreement) that the party has the full power and legal right and authority to execute, deliver and perform under this Agreement.

6.2 **Client Materials.** Client represents, warrants, and covenants to SEC that with respect to any data, materials, and information provided by Client to SEC for use in the performance of SEC's services, that such data, information, and materials are accurate and suitable for SEC's reliance and that SEC's use of such data, materials, and information in performance of SEC's services shall not violate any law or infringe the intellectual property rights, privacy rights, or other legal rights of any third party. Client agrees that Client shall not in the course of SEC's services disclose to SEC any personally identifiable information or other information that may be subject to legal restrictions or obligations with respect to the information's handling or use.

6.3 **Workmanlike Fashion.** SEC agrees to provide the services and deliverables under this Agreement and an SOW in accordance with reasonable standards of workmanship and care for the greater Grand Rapids, Michigan, metropolitan area, but SEC makes no other representations or warranties about the services or deliverables. Without limiting the foregoing, SEC makes no representation about the quality, completeness, or truthfulness of data or responses provided by third party sources or by Client and SEC disclaims, and Client waives, any warranties of merchantability or use for a particular purpose with respect to any services or deliverables. Client acknowledges that the services to be performed by SEC are general services, are not covered by any professional or occupational license or code, and do not guarantee or ensure specific timeliness, suitability, or applicability to any particular purpose or situation. SEC makes no representations or warranties as to the feasibility, completeness, accuracy, or efficacy of any recommendations, findings, or advice, whether oral or written. Client may choose to adopt or disregard SEC's recommendations, findings, advice, or proposals at Client's own discretion and at Client's own risk. Client's exclusive remedy for any services or deliverables by SEC that Client determines to not be performed in accordance with the standards under this Section will be to notify SEC of any breach within five (5) days after the services are rendered or deliverables are delivered, and SEC will, at SEC's sole option and election, either (i) re-perform the services or re-deliver the deliverables so that the same conforms to the standards under this Section or (ii) refund the fees and expenses paid by Client for the non-conforming services or deliverables. Client is solely responsible for the results the Client obtains in executing Client's plan or in adopting SEC's recommendations or deliverables. Without limiting any of the foregoing, Client specifically

acknowledges and agrees that (i) SEC has relied on Client's representations, specifications, and instructions with respect to performing the services and producing the deliverables; (ii) any recommendations, findings, advice, deliverables, or proposals as provided by SEC are by their nature subject to unforeseen and unforeseeable events and differing interpretations; and (iii) that no analysis, preparedness, recovery, or services are capable of addressing all possible scenarios and circumstances. Client shall be solely responsible for the accuracy, completeness, and propriety of information concerning Client's organization, products, competitor's products, and services that Client furnishes to SEC in connection with the performance of this Agreement or any SOW.

6.4 Location of Services. Client agrees that all services performed pursuant to this Agreement shall be performed at such location as best determined suitable by SEC within in the United States of America.

7. INDEMNIFICATION AND INSURANCE.

7.1 Indemnification. Each party agrees ("Indemnifying Party") to indemnify, defend, and hold harmless the other party, the other party's affiliates, and the other party's and other party's affiliates' officers, directors, shareholders, members, employees, partners, agents, representatives, servants and subcontractors (collectively, "Indemnified Parties"), from all claims, liability, damages, losses, governmental fines, and penalties, including reasonable attorneys' fees and actual court and arbitration costs, arising from (i) Indemnifying Party's breach of this Agreement or any other warranty, representation, covenant, or provision in this Agreement; (ii) negligent, grossly negligent, or willful acts or omissions of Indemnifying Party; or (iii) Indemnifying Party's violation of law. The provisions of this subsection shall survive termination of this Agreement.

7.2 Insurance. During the term of this Agreement and through and until all applicable statutes of limitations have expired, each party shall, at such party's cost, maintain in effect standard insurance of the following types and in the following amounts: (a) Workers' Compensation at statutory limits; (b) Commercial General Liability (including umbrella coverage) at Two Million Dollars (\$2,000,000.00) per occurrence; (c) Comprehensive Automobile Liability (including umbrella coverage) at Two Million Dollars (\$2,000,000.00) per occurrence. Each party shall within ten (10) days following the request of the other party, furnish to such party insurance certificates and copies of applicable policies (with any sensitive information reasonably redacted) confirming the party's insurance coverage as set forth above; A party's failure to comply with this Section shall not act as a waiver of the party's continuing obligation to maintain insurance coverage in the types and amounts specified in this Section. A party's acquisition of insurance coverage shall not

satisfy or limit the party's indemnity obligations under this Agreement.

7.3 Limitation on Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SEC'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS OF ANY KIND WHATSOEVER WITH RESPECT TO THIS AGREEMENT (INCLUDING INDEMNIFICATION CLAIMS) OR ANY SERVICES AND DELIVERABLES PROVIDED BY SEC UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), SHALL NOT BE GREATER THAN THE AGGREGATE FEES PAID TO SEC UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE ACCRUAL OF SUCH CLAIM(S); PROVIDED, HOWEVER, THAT SUCH LIMITATION SHALL NOT APPLY TO DAMAGES OR CLAIMS RESULTING FROM SEC'S WILLFUL, FRAUDULENT, OR INTENTIONAL ACTS. UNDER NO CIRCUMSTANCES WILL SEC BE LIABLE TO CLIENT FOR ANY LOSS OF PROFITS, ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF REVENUE, OR LOSS OF GOODWILL, EVEN IF SEC IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SEC HAVE ANY LIABILITY FOR THE PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY OR THIRD-PARTY PRODUCTS.

8. TERMINATION.

8.1 By Either Party. Either party shall have the right to terminate this Agreement or any SOW, without liability to the other party, upon written notice upon the occurrence of either of the following events:

8.1.1 Default. If the other party defaults in the performance of any of the party's material obligations under this Agreement or any SOW and such default continues for a period of ten (10) business days after receipt of written notice specifying the nature of the breach; provided, however, that if the default cannot reasonably be cured within such ten business day period, then the period for curing the default may be extended by an additional period of not more than five (5) business days, so long as the defaulting party is diligently pursuing cure of the default during such additional period.

8.1.2 Ceases Doing Business, Etc. If the other party ceases conducting business in the normal course, fails to pay the party's debts as they become due, admits insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization. In the event of termination under this subsection, the terminating party shall remain entitled to a claim for any unpaid or unvoiced fees and

expenses under this Agreement pursuant to any SOWs then in effect.

8.2 Effect of Termination. Termination of this Agreement automatically terminates all SOWs entered pursuant to this Agreement. If Client is entitled to terminate any single SOW in accordance with the preceding Section, SEC may also any other, or all other, SOWs then in effect with Client in the same manner.

9. GENERAL TERMS AND CONDITIONS.

9.1 Independent Contractor. The parties acknowledge that each party is an independent contractor and not an agent or employee of the other and nothing contained in this Agreement is intended to be, or is to be construed as, a joint venture or partnership relationship between the parties. Without limiting the foregoing, a party shall have no authority to enter into any contract (verbal or written) on behalf of the other party, and a party shall not hold the party out as an authorized agent of the other party.

9.2 Delays. Neither party shall be liable to the other party for any delay or failure to perform the party's obligations if such delay or failure arises from any cause beyond the reasonable control of that party, provided that time is of the essence with respect to any payment or indemnification obligation of Client under this Agreement without regard to any other circumstances.

9.3 Notices. All notices given pursuant to this Agreement or any SOW shall be in writing and addressed to the respective parties at the addresses set forth in the opening paragraph of this Agreement (or to such other address as a party may designate in writing in accordance with this Section), and delivered by (a) first class or priority United States Postal Service mail, postage prepaid, or (b) nationally recognized overnight courier service, fees prepaid. Such notices shall be deemed delivered and effective two (2) days after being postmarked by the United States Postal Service for first-class or priority mail delivery, postage prepaid, or one (1) day after submission to a nationally recognized overnight courier service, fees prepaid.

9.4 Third Party and End User Agreements. Client acknowledges that certain subscription or other services under an SOW may be provided by a third party service. Client acknowledges that in such instance, SEC shall not be responsible in any way for the content, functionality, or suitability of any such third party content or services and Client shall look solely to the third party with respect to such services or content. Client agrees to sign such end-user agreements or licenses as may be required by a third party and Client shall look solely to the third party for responsibility for such service or content, except in the event that SEC collects payment for such service or content, SEC agrees to remit payment to the third party to enable Client

continued access to the service or content subject to the terms and conditions of the end-user agreements or licenses.

9.5 Amendment. No provision of this Agreement may be modified or amended except by a written document signed by the parties.

9.6 Assignment. Neither party may assign, delegate, or subcontract this Agreement or any of the party's rights or obligations under this Agreement or any SOW, directly or indirectly, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, SEC may freely subcontract the Services in whole or in part.

9.7 Waiver. No provision of this Agreement or any SOW shall be deemed waived, and no breach excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived or excused. The failure of any party at any time to require performance of any provision in this Agreement shall not constitute a continuing waiver and shall not affect the right of the party to, at a later time, enforce that or any other provision. No consent, waiver, or excuse by any party of any condition, or of any breach of any term contained in this Agreement, in any one or more instances, whether express or implied, shall be deemed to be a further or continuing consent, waiver, or excuse of that or any other condition or breach.

9.8 Binding Effect. This Agreement and all SOWs shall be binding upon and inure to the benefit of SEC and Client and their respective legal representatives, successors, and authorized assigns.

9.9 Counterparts and Signatures. This Agreement and any SOW may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties agree that a party's signature on this Agreement or any SOW that is exchanged by portable document format (PDF), electronic document software, or facsimile shall have the effect of original signature of the party for all purposes.

9.10 Severability and Interpretation. If any provision of this Agreement or any SOW shall be prohibited or unenforceable by any applicable law, the parties intend that such provision shall be ineffective only to the limited extent and for the limited duration necessary to avoid the prohibition of unenforceability, without invalidating any of the remaining provisions, and that all remaining provisions of the Agreement or SOW shall remain in full force and effect to the greatest extent permissible by law, as amended to the limited extent necessary to avoid the prohibited or unenforceable provision. This Agreement has been negotiated between the parties, and the parties intend that any uncertainty or ambiguity in any provision of this Agreement shall

not be interpreted in favor of or against a party as a result of a party being a “drafting party,” but intend that such provision shall be interpreted according to the application of rules of interpretation of contracts generally. As used in this Agreement, the terms “include(s)” and “including” shall be read to mean “including without limitation.”

9.11 Remedies. The rights and remedies provided in this Agreement shall be cumulative and in addition to any other remedies available at law and in equity. The losing party (as determined by a court or arbitrator) with respect to any claims decided in any action, proceeding, or dispute arising in connection with this Agreement shall pay all reasonable attorneys’ fees and court costs and fees of the other party.

9.12 Governing Law and Language. This Agreement and every SOW shall be governed by and interpreted according to the laws of the State of Michigan, without regard to conflicts of law principles. Any dispute regarding this Agreement or any SOW shall be filed in a state or federal court of competent jurisdiction serving Kent County, Michigan, and the parties hereby stipulate and agree to jurisdiction and venue in such courts. ALL ACTIONS, REGARDLESS OF FORM, ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE BROUGHT AGAINST CONTRACTOR WITHIN THE APPLICABLE STATUTORY PERIOD, BUT IN NO EVENT MORE THAN ONE (1) YEAR AFTER THE DATE OF THE FINAL INVOICE ISSUED WITH RESPECT TO THE SERVICES PERFORMED.

9.13 Survival of Certain Obligations. After expiration or termination of this Agreement, those provisions that specifically provide for survival beyond expiration or termination, and all provisions that by their nature are intended to survive expiration or termination (including without limitation those provisions regarding indemnification, warranty, limitations of liability, confidentiality, and protection of proprietary rights and trade

secrets), shall survive expiration or termination of this Agreement.

9.14 Entire Agreement. This Agreement (including all exhibits, SOWs, and other documents expressly incorporated by reference) constitutes the entire agreement between the SEC and Client with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the parties; provided, however, that nothing in this Agreement or any SOW shall terminate, amend, or modify any previously executed confidentiality agreement(s) between SEC and Client.

9.15 Publicity. Client shall not use SEC’s name, trademarks, logos, or other identifying information in any publicly disseminated materials, including without limitation press releases, websites, social media sites, or advertisements, without SEC’s prior written consent. Client grants SEC a license to use Client’s name, trademarks, and logos to identify Client as a past or present client of SEC in Client’s marketing materials and publications, including websites, social media sites, and advertisements.

9.16 Counsel. Each party acknowledges that (a) the party has reviewed or had the opportunity to review with the party’s legal counsel each provision of this Agreement; (b) the party has read this Agreement carefully, understands the Agreement’s contents, and freely and voluntarily signs this Agreement; and (c) other than as expressly contained in this Agreement, the party has not relied on any representations, warranties, or promises (whether written or oral, express or implied) of the other party to this Agreement (or the other party’s agents or representatives) in determining whether to enter into this Agreement.

AGREEMENT ACCEPTANCE ON FOLLOWING PAGE



The parties have entered into this Agreement effective as of the date first written above.

SEC:

Traverse City Area Public Schools

Secure Education Consultants, LLC
a Michigan limited liability company

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

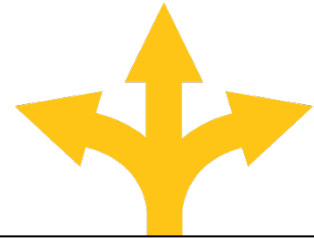
CRITICAL INCIDENT RESPONSE TRAINING

An essential component of security and emergency preparedness is training staff on how to more effectively respond to a critical incident. The goal of Critical Incident Response Training is to enhance coordination, communication, and proficiency among response staff. SEC recognizes that an emergency plan is useful before and after an emergency; however, the most important thing that will affect the outcome of an emergency or critical incident is training.

EVALUATE RESPONSE OPTIONS

PRE-INCIDENT ACTIVITIES

- Training
- Mental scripting
- Knowing your environment



SEC has established a multi-hazard training program to better prepare those charged with leading the response to respond effectively during emergencies. Training provided by SEC includes discussions of the four main response options during emergencies - evacuation, shelter-in-place, lockout, and lockdown. It includes an interactive discussion on common physiological responses that occur during emergencies, as well as strategies to combat the potentially debilitating impact of those responses.

The training is typically three (3) hours in length and also covers a broad range of targeted violence hazards including a violent intruder, bomb threats/suspicious packages, and insider violence. The training also includes hands-on instruction on strategies for the *prevention* of targeted violence.

The training can include:

- Two (2) interactive lockdown scenarios during each training session.
- Training on the response options ‘Secure - Evacuate – Confront,’ to respond to lockdown scenarios.
- Advanced electronic equipment to demonstrate this concept, allowing us to provide real-time feedback to trainees immediately following each training scenario.

One (1) year of virtual support as well as SEC marketing material is included with each Critical Incident Response Training session.

SERVICES	DESCRIPTION
CRITICAL INCIDENT RESPONSE TRAINING (3 HRS./SITE)	<ul style="list-style-type: none"> ▪ Review best practices for emergency response ▪ Educate on the Secure, Evacuate, and Confront concept during a lockdown scenario ▪ Engage participants in two (2) interactive lockdown scenario exercises ▪ Provide discussion and feedback following each scenario exercise

SEC ONLINE MEMBERSHIP

The membership site includes comprehensive Critical Incident Response training via an online learning platform. You'll find self-paced video lessons, best practices for emergency scenarios and the fundamentals of school safety and security, all the concepts taught in the live training with one of our consultants. This allows your staff on-demand access year-round to help keep the concepts fresh and/or allow for new employees to learn these critical fundamentals of safety and security immediately upon joining the team. (Studies show the more times we are exposed to this type of training, the more likely we will be able to react appropriately in an emergency!)



SELF-PACED LEARNING PLATFORM

Taught by one of SEC's Secret Service veterans, this easy to navigate training course can be completed at your staff's convenience from their own computers. Videos, readings and quizzes reinforce safety and security fundamentals so team members can respond effectively during an emergency situation. Admins can track how many staff members have completed the certification, ensuring safety and security skills are dispersed throughout the organization.

TRAINING INCLUDES:

- Primary emergency response protocols -- lockout, lockdown, evacuate and shelter-in-place
- Tips for securing classrooms and other physical spaces
- Best practices for identifying threats and violence prevention

WHY BECOME A MEMBER

- SEC membership is a comprehensive learning platform to ensure your staff is prepared to respond to any emergency. Besides the immediate benefits for your facility and team, SEC membership gives peace of mind to all employees.
- Membership lasts for a full calendar year and includes 24/7 security support from our experts, additional security materials, and an SEC membership badge for your website or marketing materials.