

**CONTRACT FOR SERVICES
INDEPENDENT INSTRUCTOR AGREEMENT**

1. PARTIES

- a. This agreement is by and between Fair Measures Corporation ("Contractor") and _____ ("Instructor") in consideration of the mutual promises set forth below.
- b. Fair Measures Corporation, with its principle place of business located at 555 Soquel Avenue, Suite #130, Santa Cruz, California, is engaged in the business of providing training programs in employment law and related subjects for organizations and clients of agents ("Clients" or "Fair Measures Clients") on an independent contractor basis.
- c. Instructor is a lawyer, principle place of business located at _____ licensed to practice law in the State of California, and an instructor of employment law and related subjects for various entities. Instructor is a highly skilled attorney and instructor, with years of applicable experience. Instructor desires to provide training to Fair Measures Clients as described herein.

2. TERMS OF CONTRACT

- a. This agreement will be effective September 20, 2000, to September 20, 2001, unless terminated earlier for cause, or by agreement of the parties.
- b. In the event of a termination for reasons other than breach of contract or other cause, Fair Measures and Instructor agree to give three (3) months notice of the termination of this Independent Instructor Agreement if possible.

3. SERVICES TO BE PERFORMED BY INSTRUCTOR

- a. Instructor agrees to provide training to Clients as requested by Fair Measures, on the date and at the place requested by the Clients. Instructor is responsible for completing all training as agreed.
- b. Instructor will be given specifications as to topics Clients wish to be covered, but may cover such topics in the manner instructor deems appropriate, consistent with the course materials.
- c. Instructor is responsible for updating as necessary and must take into account recent cases and new legislation.
- d. Instructor may, at Instructor's own expense, use any employees or sub-contractors as Instructor deems necessary to perform the services required of Instructor by this agreement. Fair Measures may not control, direct, or supervise Instructor's employees or subcontractors in the performance of those services.
- e. Instructor is responsible for purchasing necessary tools including marking pens, masking tape, post-its, and overhead slides. Instructor must purchase a videotape from Fair Measures at cost, which is \$500. This amount will be deducted from payments due Instructor on a monthly basis for one year.
- f. Instructor agrees to complete, at Fair Measures request, all assigned and accepted dates, even after termination, if any, of this agreement.
- g. Instructor shall submit an invoice for hours worked to Fair Measures no later than the 5th day of the month following a month in which billable hours were worked, and Fair Measures shall invoice Clients.

- h. Instructor is responsible for paying all Instructor's expenses in connection with training, including but not limited to telephone and mileage. Expenses for out of area travel are paid by Instructor and reimbursed by Fair Measures within 30 days of receipt of invoice from Instructor. Instructor is responsible for preparing an itemized expense account, with receipts, within 5 days of return from a trip. Reimbursable expenses are limited to air fare, airport parking, reasonable car rental/taxi/limo, hotel and reasonable meals. Instructor is responsible for Instructor's own telephone charges, movie charges, dry cleaning and other incidentals while staying in hotel.

4. INSTRUCTOR COMPENSATION

- a. Instructor shall be paid \$____ per day for observing, \$____ for co-teaching or solo instruction with a Fair Measures attorney observing, and \$____ per day for solo instruction in the San Francisco Bay Area. Out of area one day rates are \$____ for states in the Mountain and Pacific time zones, and \$____, for states in the Central and Eastern time zones.

Cancellation fees, if paid by Clients, are \$____ in the San Francisco Bay Area, \$____ in the Mountain and Pacific time zones, and \$____ for states in the Central and Eastern time zones. Local half-day and two day rates are to be negotiated between Fair Measures and Instructor on a client by client basis, based upon the contract price to the Clients.

- b. In the event Instructor teaches 30 or more people in one class, s/he shall receive an additional \$____ per person for Managing Within the Law I & II, and \$____ per person for Understanding Harassment (Respectful Workplace).
- c. If Instructor provides legal or consulting services on an hourly basis to Clients, Instructor shall be paid \$____ per hour, and shall be billed at \$____ per hour. All written correspondence to said Clients, including memoranda, reports, briefs and other documents, shall be prepared by Fair Measures staff for Instructor's approval, and forwarded by Fair Measures to the Clients.
- d. If Instructor receives inquiries for legal services from individuals or non-Fair Measures Clients, Instructor is free to pursue such representation (provided there is no conflict of interest with Clients) and no referral fee or other fees are due Fair Measures.

5. OBLIGATIONS OF INSTRUCTOR

- a. Instructor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Contractor to Instructor for services under this agreement. Upon reasonable request, Instructor agrees to provide Contractor with proof of timely payment of all taxes.
- b. Instructor is responsible for maintenance of applicable licensing as an attorney.
- c. Instructor is responsible for maintaining adequate levels of professional liability and general insurance, whether self-insured or other.

6. OBLIGATIONS OF CONTRACTOR

- a. If a Client requests Instructor by name and Instructor is already booked, the Client will be encouraged to move the date to one on which Instructor is available; however, if the Client is unable to move the date, the date will be given to another Instructor. Under no circumstance shall Instructor request date changes from Clients.
- b. Fair Measures agrees to pay Instructor one-half of the invoice amount within 30 days of receipt of invoice, and the remainder within 30 days after Fair Measures receives payment from Clients for

work performed by Instructor.

- c. Fair Measures agrees that Instructor has a reasonable right of inspection, with notice, of Fair Measures' books of account.

7. CONFLICT OF INTEREST

- a. Instructor understands that Instructor is hired to work as an attorney in giving legal advice to the Clients in the form of training and other services. Instructor agrees to follow the codes of ethics as stated in the Code of Professional Conduct and all other applicable standards, laws and regulations.

8. PROPRIETARY INFORMATION

- a. Instructor understands that Instructor will receive information of a proprietary and confidential nature concerning the business, policies and procedures of the Clients, as well as of legal matters and pending litigation. Instructor agrees that all such information is and shall remain confidential, protected by attorney-client privilege and/or attorney work product. These obligations survive the termination of this agreement.
- b. Instructor understands that Instructor will receive information of a proprietary and confidential nature concerning the business, Clients, content, practices, policies and procedures of Fair Measures, as well as access to copyrighted material. Instructor agrees to maintain the confidentiality of all such information, and to protect all copyrights and trade secrets. Instructor agrees to return all Fair Measures materials, including tapes, after termination of this agreement, and further agrees not to duplicate, copy or otherwise reproduce any Fair Measures materials, verbally or in writing, nor reveal such information to anyone other than Fair Measures Clients. These obligations survive the termination of this agreement.

9. BUSINESS DEVELOPMENT

- a. Instructor shall be paid a ___% commission for all new non-agented speaking and training Clients Instructor obtains for Fair Measures, whether the work is performed by Instructor or other Fair Measures instructors. Such training business will be offered first to Instructor. No commission is due on one-on-one consultations or other legal services. If Instructor and Fair Measures, or an agent of Fair Measures, are soliciting the same Clients, Instructor shall be working on behalf of Fair Measures and will not be entitled to any commission.
- b. If Instructor receives any inquiry about providing legal training, legal speaking or any other legal consulting or services to any Clients or to any organization as a result of Instructor providing training or speaking to any Clients ("spin-off"), Instructor shall refer the inquiry to Fair Measures, which may or may not hire Instructor to perform such services, at Fair Measures discretion.
- c. During the term of this agreement, if any Client or spin-off requests Instructor to provide non-Fair Measures training or services, Instructor may elect to do so but such work shall be deemed work for Fair Measures. The amount Instructor shall be paid is ___% of the gross revenue received for such work.

10. TERMINATION

- a. Grounds for termination of this agreement by Contractor include, but are not limited to:
- 1) material violation of this agreement, or as otherwise provided by law;
 - 2) failure to meet or maintain educational quality as measured by participant evaluations, Client requests or reasonable evaluation by Fair Measures;
 - 3) failure to perform dates as agreed; and/or
 - 4) death of the Instructor.
- b. Grounds for termination of this agreement by Instructor include, but are not limited to: material violation of this agreement, or as otherwise provided by law.
- c. Upon termination of this contract, Instructor agrees that Instructor shall pay to Fair Measures the commissions listed below on revenue Instructor receives from Fair Measures Clients or spin-off. The revenue subject to such commissions are any amounts received by Instructor as a contractor for providing live training presentations on employment law or Human Resources topics. Specifically excluded are legal and consulting services, and income received as an employee of any Fair Measures Clients or spin-off, or as an employee of a law firm in which Instructor has no proprietary or partnership interest.

The amount of the commission shall be ____ percent (__%) or \$_____ per training session, whichever is greater, of the revenue for the first four years, and ____ percent (__%) or \$____, whichever is greater, in the following three years after termination of this agreement. Instructor agrees that Fair Measures has a reasonable right to inspect Instructor's books of account to enforce this agreement.

Instructor is responsible for notifying such Clients and spin-off of any fee arrangements, as required by law and the canon of ethics.

11. NOTICE

12. ENTIRE AGREEMENT OF THE PARTIES

13. RESOLUTION OF DISPUTES

14. MEDIATION/ARBITRATION

15. ATTORNEY'S FEES

16. GOVERNING LAW

17. COUNTERPARTS/ORIGINAL DOCUMENT

signatures