Professional Development Services Agreement ("Agreement")
made as of 09/02/2014 between Discovery Education Assessment, LLC ("Discovery") and
SAN LEANDRO UNIFIED SCH DIST, CA ("Subscriber")

1. In connection with and subject to Subscriber's current and valid license for authorized access to Discovery's digital curriculum service known as Discovery Education *streaming*, (the "Subscriber License"), Subscriber agrees to purchase, and Discovery agrees to provide, the professional development services set forth below.

2. The date, time and place of the professional development services shall be mutually agreed to by the parties provided all professional development trainings shall be completed by no later than 06/30/2015.

3. The pricing for the professional development services (the "Fees") shall be as follows:

Quantity	Description	Price	Total
	Professional Development Services		
	Webinar Training (One 1-Hour Web-Based Session)	$250.00	
	Webinar Training Series (Three 1-Hour Web-Based Sessions)	$600.00	
3	Full Day Training with 1 PD Specialist (6-hour Session for up to 25 participants)	$2,500.00	$7,500.00
	Professional Learning Conference without Keynote Speaker (One Full Day Conference for up to 100 participants with 3 PD Specialists)	$6,500.00	
	Professional Learning Conference with Keynote Speaker (One Full Day Conference for up to 100 participants with 3 PD Specialists)	$8,000.00	
		Total	**$7,500.00**

4. The Fees are due and payable no later than 30 days of receipt of invoice. The Fees shall be non-cancellable less than (a) 72 hours prior to a scheduled on-line professional development session and/or (b) 14 days prior to a scheduled on-site professional development session. If Subscriber cancels in advance of 72 hours for a scheduled on-line professional development session and 14 days for a scheduled on-site professional development session, Subscriber will be charged a $150.00 cancellation fee.

5. Any content provided by Discovery during the Professional Development, in any format ("the Content"), is the property of Discovery. Subscriber acknowledges that it does not gain any ownership interest in the Content by using the Content.

6. Subscriber acknowledges that the rights granted by Discovery under this Agreement are at all times during the Term subject to and contingent upon a valid and current Subscriber License.

7. Background Checks. Discovery represents and warrants the following regarding security clearances of those employees and independent contractors who deliver professional development services. Discovery conducts the following checks on any employees or contractors it sends onto school campuses to perform professional development and related services where students may be present ("PD Specialists") at the time of hire and refreshes such checks on an annual basis:

   - Criminal Records Check
   - FBI Fingerprint Clearance
   - Check of all state, local and tribal sex offender (and related) registries that are linked to the national search maintained by the United States Department of Justice Sex Offender Public Website located at *http://www.nsopw.gov/*

   For the sake of clarity, the nature of the services offered by Discovery are such that Discovery's PD Specialists are always in the presence of and under the supervision of school district personnel. Further, Discovery agrees to provide, upon request, copies of records documenting the above-referenced background checks for such PD Specialists that shall be performing services on school grounds.

8. Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).

9. This Agreement, together with the subscriber agreement, contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

SAN LEANDRO UNIFIED SCH DIST	DISCOVERY EDUCATION, INC.
By:_____ (Signature Required)	By:_____
Title:_____	Title:_____
Printed Name:_____	Printed Name:_____
Date:_____	Date:_____

Ref. No. O6UJ9C001RHV

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