Quote for
Professional Learning Services

Provided to:	San Leandro Unified School District
Address:	14735 Juniper Street, San Leandro, CA 94579
Contact:	Sonal Patel
Email:	spatel@slusd.us
Phone:	510-667-3500

Provided to: San Leandro Unified School District

MASTER SCOPE OF WORK AND PRICING					
Service	**Participant Profile**	**Number of Trainers**	**Estimated Participants**	**Dates**	**Amount**
Focus on Fluency	6-9	1	30	08/15/2016	$5,200.00
TOTAL					$5,200.00

NOTES: Training fees listed here are inclusive of travel, printing, and participant materials excluding printed modules from the curriculum (required for Module Study or Preparation and Customization of Eureka Lessons).

To reserve this date, please return a complete copy of the signed contract by Friday, July 29.

The attached Professional Learning Services Terms and Conditions are incorporated as part of this agreement. We acknowledge that we have reviewed the Professional Learning Services Terms and Conditions and agree to be bound by the provisions thereof. The Professional Learning Services Terms and Conditions may be modified only upon mutual written agreement of Great Minds School/District. In the event of a conflict between the terms and provisions of the Professional Learning Services Terms and Conditions and this agreement, the Professional Learning Services Terms and Conditions shall govern.

Please return the complete, signed contract to eurekapd@greatminds.org.

Great Minds	Organization/School District
Jill Diniz	
Print Name	Print Name
Director of Eureka Math	
Print Title	Print Title
Signature	Signature
Date	Date

Great Minds
PROFESSIONAL DEVELOPMENT SERVICES TERMS AND CONDITIONS

1. Scope.

1.1. These Professional Development Services Terms and Conditions (these "Terms") contain the standard terms and conditions applicable to customers who purchase services (the "Services") from Great Minds.

1.2. No terms and conditions of Customer shall at any time form a part of the content of any contract between Customer and GM, unless expressly agreed to in writing by GM even if they are not further expressly rejected by GM.

2. Offer and Acceptance; Scope of Services.

2.1. All Services performed by GM pursuant to a statement of work ("SOW") or quotation ("Quote") issued by GM shall be governed by these Terms. Customer shall accept the SOW or Quote and these Terms by signing a copy of the SOW or Quote or by accepting the Services. No SOW or Quote is binding upon GM until it is fully executed by Customer and it is accepted by GM in writing.

2.2. The scope of the Services shall be described in the SOW or Quote. Additionally, each SOW or Quote shall (a) incorporate by reference these Terms and (b) state the other relevant business parameters, including, but not limited to, fees for Services.

3. Delivery Deadlines. Time of performance and deadlines shall be agreed upon between Customer and GM and shall be set forth in the SOW or Quote or other documentation specifying the Services to be delivered. Agreed upon delivery times and deadlines shall be based on estimates of the extent of the Services required and according to particulars and information supplied by Customer. Delivery times and deadlines shall be binding only on request by Customer and confirmation in writing by GM. Notwithstanding the foregoing, GM reserves the right to change the date for completion of Services and, if it does so, it will notify Customer.

4. Customer Cooperation.

4.1. Customer agrees that all cooperation required of Customer, Customer's agents, employees or any third party in connection with the Services shall be provided in a timely manner and at no cost to GM.

4.2. All documentation and materials, supplies, auxiliary staff, etc., necessary and reasonably required for the performance of the Services shall be made available to GM free of charge. In cooperating with GM, Customer shall comply with all legal requirements.

4.3. Customer shall bear any additional cost incurred as a result of Services having to be redone or delays resulting from untimely, incorrect or incomplete information or lack of proper cooperation. Notwithstanding that a fixed or maximum price for the Services has been agreed upon between the parties, GM shall be entitled to charge additional fees to offset additional expenses incurred as a result of such lack of proper Customer cooperation.

5. Payment Conditions and Fees.

5.1. Fees for Services shall be set forth in the SOW or the Quote.

5.2. Great Minds will invoice upon completion of the Services with payment expected within in 30 days. Unless otherwise agreed to by the parties in writing, invoices will be issued regularly. Invoices are only payable in the legal tender of the invoice. In case of Services that are rendered under flat-fee arrangements, no detailed statement of services shall be provided. All invoice amounts shall be due for payment without deduction thirty (30) days after issuance of the invoice. A service charge of 1.5% per month or the highest rate permitted by law will be added to those accounts not paid within thirty (30) days of invoice date. If collection procedures are required, Customer will pay for all reasonable expenses including court and attorneys' fees. The accrual or receipt by GM of interest under this subsection shall not constitute a waiver by GM of any right it may have to declare Customer in default under its agreement or to terminate its agreement to perform Services.

5.3. Payments shall be made by check payable to Great Minds unless another method of payment is expressly set forth in a SOW or Quote. Objections to any invoice shall be submitted in writing within two (2) weeks from receipt of the invoice. If Customer cancels all or any portion of a project fewer than thirty (30) days prior to commencement of Services, GM is entitled to a cancellation fee of twenty percent (20%) of the total or prorated quoted price plus payment of out-of-pocket travel expenses that GM is obligated to pay in connection with the cancelled Services that are not refunded to GM. If Customer fails to pay any amount due, GM may, without notice to Customer, suspend all Services.

5.4. Fees for Services rendered hereunder do not include any relevant value added tax ("VAT"), sales, excise or similar taxes, which are payable by Customer, where required.

6. No Right of Set-off.

Customer shall have no right of set-off against any payments due, whether on account of any claims or alleged claims against GM under these Terms or otherwise.

7. Acceptance.

Services shall be deemed to be accepted by Customer upon delivery of the Services.

8. Non-Solicitation.

8.1 For a period of eighteen months (18) months after completion of the Services, Customer shall not, directly or indirectly, either for its own benefit or on behalf of any other person or entity, hire any employee, consultant or independent contractor of GM who provides Services to Customer.

8.2 Customer agrees that if it breaches any portion of this Section 8: (i) GM would suffer irreparable harm; (ii) it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by GM; and (iii) if GM seeks injunctive relief to enforce this Section 8, Customer shall waive and shall not (a) assert any defense that the GM has an adequate remedy at law with respect to the breach, or (b) require GM to post a bond or any other security. Nothing contained in this Section 8 shall limit GM's right to any other remedies at law or in equity.

8.3 Notwithstanding the above, if one or more of the provisions contained in the non-solicitation provisions above shall, for any reason, be held to be excessively broad or unreasonable as to time, duration, geographic scope, area, activity, or subject, this Section 8 shall be construed, by limiting and reducing it, so as to be enforceable to the fullest extent compatible with applicable law.

9. Intellectual Property Rights.

In connection with the Services, GM may provide Customer with curriculum and professional development materials, including but not limited to PowerPoint presentations, videos, and Professional development and curriculum materials, (the "Works"). GM owns all right, title, and interest, including all associated copyrights, trademarks and other intellectual property rights in and to the Works. To the extent that GM may not own certain of the materials provided in connection with the Services, GM has obtained the appropriate license to use the materials where it deemed necessary, to the extent that no license has been obtained GM considers such use of the materials to be fair use. Subject to the license granted herein, GM retains all right, title and interest in and to the Works, including all copyrights, trademarks and other intellectual property rights therein and thereto. Customer acknowledges that the license granted herein does not provide Customer, Customer's school, or Customer's school district with title to or ownership of the Works. GM grants to Customer, and Customer hereby accepts, a limited, non-exclusive, and non-royalty license to use the Works in connection with the SOW or Quote for further internal training (the "License"). The License is limited to use by Customer and Customer shall have no right to license or sublicense the Works. Customer may modify, alter, or otherwise change the Works only to the extent necessary for internal training (the "Derivative Works"). Any such modifications, alterations, or changes to the Works shall be considered "works made for hire" and owned by GM. To the extent that such modifications, alterations, or other changes are considered derivative works, Customer assigns and transfers to GM all right, title and interest in and to the Derivative Works, including without limitation any copyright, any moral rights (including without limitation the rights of attribution, reputation, and/or integrity), and any other intellectual property rights subsisting therein. Customer shall take any and all such other actions in addition to this assignment as GM may request in order to vest in GM all of Customer's actual or purported right, title and interest in and to the Derivative Works, free and clear of liens, charges or encumbrances. Customer represents and warrants that any Derivative Works created are original to Customer and shall not infringe any copyright, trademark, or other intellectual property right of any other person or entity, and shall not constitute a libel or defamation, or an invasion of the right of privacy or publicity, of any other person or entity. Apart from the rights already licensed to Customer herein, Customer shall maintain no rights in and to the Derivative Works.

10. Warranty and Limitation of Liability.

10.1. GM warrants that the Services shall be performed by GM in a workmanlike manner by qualified personnel. GM shall not be liable under any circumstances to Customer or any other person if (a) the Services or work products prepared in connection with the Services are not used for the intended purpose; (b) if Customer fails to perform its obligations under these Terms; or (c) Customer did not disclose to GM all material facts known to Customer with respect to the purpose of the Services.

10.2. EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, GM MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES BY GM OR ANY OF ITS AGENTS, SUBSIDIARIES, AFFILIATES OR SUBCONTRACTORS. ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DECLINED.

10.3. CUSTOMER MAY NOT BRING ANY ACTION ARISING OUT OF OR IN CONNECTION WITH ANY TRANSACTION COVERED BY THESE TERMS UNLESS SUCH ACTION IS COMMENCED WITHIN SIX MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

10.4. THE LIABILITY OF GM, ITS EMPLOYEES, AGENTS, MANAGERIAL STAFF AND CONSTITUENT BODIES, FOR ALL DAMAGES IN CONNECTION WITH THE PROVISION OF THE SERVICES SHALL IN ALL EVENTS BE LIMITED TO THE LESSER OF (A) TEN TIMES THE AMOUNT PAID BY CUSTOMER FOR SERVICES RELATED TO A PARTICULAR QUOTE OR SOW UNDER WHICH THE DAMAGES OCCURRED OR (B) ONE HUNDRED THOUSAND DOLLARS ($100,000.00).

THE LIABILITY OF GM HEREUNDER IS EXPRESSLY LIMITED TO DIRECT DAMAGES INCURRED WITH RESPECT TO THE SERVICES PERFORMED BY GM. IN NO EVENT SHALL GM BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR GOODWILL, OR ADDITIONAL EXPENSES INCURRED, WHETHER PURSUANT TO A CLAIM IN CONTRACT, TORT OR OTHERWISE AND WHETHER IN AN ACTION FOR BREACH OF WARRANTY OR OTHERWISE.

11. Indemnification.

Customer shall indemnify and hold harmless GM and GM's officers, directors, trustees, employees, affiliates, suppliers and agents (each a "GM Indemnified Person") against any losses, claims, damages, liabilities, penalties, actions, proceedings or judgments of any kind whatsoever (including all reasonable legal and attorney's fees and expenses) to which a GM Indemnified Person may become subject out of claims by Customer or any third party (including without limitation customers of Customer) related to or arising out of (a) any breach by Customer of any provision of these Terms or the SOW or Quote; (b) any misrepresentation made by Customer in connection with obtaining any Services; or (c) any action or omissions of Customer related to the Services set forth in the SOW or the Quote.

12. Governing Law and Jurisdiction; Place of Performance.

12.1. The construction and validity of these Terms shall be governed by the laws of the State of Connecticut, USA, without giving effect to its conflict of laws rules, regardless of where any order was placed or filed, the place of performance of the Services or delivery of reports or where any other act or performance occurred.

12.2. All Services provided by GM shall be deemed to be provided in Hartford, Connecticut, USA. Customer agrees to the exclusive jurisdiction of the federal and state courts located in the State of Connecticut, with respect to the adjudication of any dispute arising out of or in connection with the provision of the Services, or these Terms.

12.3. GM AND CUSTOMER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

13. Severability.

If any provision of these Terms is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of these Terms, and the remainder of these Terms shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under these Terms by one party to the other, the remaining provisions of these Terms shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder.

14. General Conditions.

14.1. GM reserves the right to discontinue any of the Services and to revoke or change prices or terms, except when otherwise indicated in these Terms. If, at any time, it becomes necessary to discontinue Services to Customer, to revoke or modify any provisions of these Terms or of any SOW or Quote, or to allocate the provision of Services, GM will take whatever action which it, in its sole and absolute judgment, deems fair and appropriate.

14.2. Customer acknowledges that video recording and audio recording of Services is strictly prohibited.

15. Revisions; Modifications; Waiver.

15.1. GM may change, revise, amend or modify these Terms from time to time. GM shall provide Customer with written notice of any such changes, revisions, amendments or modifications, provided, however, that any such changes, revisions, amendments or modifications shall become effective without any further action by any party and that they shall not apply to any orders placed and accepted prior to the effective date of such changes, revisions, amendments or modifications.

15.2. Should GM at any time not enforce any one of these Terms, such event shall not be interpreted as a change of said Terms, or as GM's waiver to exercise any of its rights under these Terms.

16. Independent Contractor. This Agreement is not intended to and does not create in any manner a principal-agent, employer-employee, partnership, joint venture or any other relationship between the Customer and GM. Neither party shall have any right or authority to assume or to create any obligation or responsibility, expressed or implied on behalf of or in the name of the other party or to bind the other party in any manner.

17. Entire Agreement.

These Terms, together with any SOW or Quote issued, and any schedules attached thereto, shall be the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and supersede any oral or written communications, understandings, acknowledgements or representations or agreements relating thereto.