DISTRICT SERVICES AGREEMENT

Buck Institute for Education
18 Commercial Boulevard
Novato, CA 94949

Agreement Number: A-2085
Agreement Date: June 13, 2017

Address Information

Bill to: SLUSD 835 E. 14th Street Suite #200 San Leandro, CA 94577	Ship to: 14735 Juniper St San Leandro, CA 94579

Billing Information

Company Name: San Leandro Unified School District	Phone: (510) 667-6204
Contact Name: Sonal Patel	Fax:
Email Address: spatel@slusd.us	

1. Description of Work:

a. Buck Institute for Education ("BIE") and San Leandro Unified School District ("the Client") are contracting to work together via this Services Agreement on professional development services designed to create knowledge and understanding of Project Based Learning ("PBL") and to support PBL implementation. Our work together will include an array of services and products, which are specified in the attached Statement of Work ("SOW").
b. The attached Catalog of Services is a reference document that describes the specific services that BIE offers at the time of this contract.

2. **Term.**

The term of this Services Agreement shall be from July 1, 2017 to June 30, 2018.

3. **Primary Contacts and Responsibilities.**

a. **BIE contact:** BIE will provide a primary contact who will manage BIE's work and provide the Client with access to a wide variety of tools from BIE's proprietary District Support Toolkit. The BIE contact will also provide onsite and virtual support (District Development Coaching of 8 hours of virtual support per month for the duration of the contract) to designated Client leaders or contacts, schedule BIE staff and National Faculty (BIE's outside contractors) for services, arrange logistics of BIE's professional development events, generate reports, and meet regularly (by phone) with the district PBL Steering Committee and/or District contact.
b. **District contact**: The Client agrees to provide a designated coordinator who will be the primary contact for scheduling and logistics related to the services as outlined in the SOW.
c. The Client agrees to provide support for scheduling and logistics for all workshops and coaching sessions. The Client will also inform attendees about workshop and coaching sessions with enough lead time to ensure optimal attendance and impact. The Client will also provide meeting space, projector/screens to display the workshop slide-deck, speakers/sound system to project presentation audio/visuals, chart paper, markers, and post-it notes for each service listed.

4. **Participation in Services.**

a. Participation in BIE service offerings is limited to members of the Client's organization, and may not be used by anyone outside the organization without written permission from BIE. Seats in any BIE service are not for resale.
b. Each service that BIE provides has a maximum number of participants, instructionally designed to be the optimum attendance for quality work. If the participants exceed the maximum number for any service provided, BIE reserves the right to cancel the service. If the presenter is able to accommodate additional participants, the

Client may be charged the appropriate fees for additional services provided.

5. **Intellectual Property.**

a. BIE has developed a proven and proprietary method to teach PBL using certain protocols, methods, modules, audiovisual, online materials, instructional methodology, framework, and series of PBL steps. ("Intellectual Property"). This Intellectual Property and any related proprietary methodology are embodied in various BIE owned copyrighted works.
b. To the extent that BIE makes any modifications, alterations, add-ons, versions, updates, or other changes to the Intellectual Property, such modifications, alterations, add-ons, versions, updates or other changes shall constitute derivative works, which shall be considered part of the Intellectual Property defined herein.
c. BIE reserves and retains all right, title, interest, and goodwill in and to the Intellectual Property, regardless of the form or media in which it may exist. BIE hereby provides a limited, royalty-free, non-exclusive right to the Client to use the Intellectual Property within its organization and in connection with the services outlined in the SOW and/ Book of Services.
d. The Client hereby agrees that it will not distribute, circulate, copy, cause to be copied, or otherwise replicate the Intellectual Property for use other than within the Client's organization in connection with the services outlined on the SOW or as otherwise set forth herein.
e. The Client shall retain exclusive copyrights to all written material, such as project design blueprints, developed by its participants during professional services events.
f. To the extent that Client utilizes any trademark owned by BIE in connection with any promotion of any of the services listed in the SOW or described in the Book of Services, BIE hereby grants Client a non-exclusive, royalty-free, limited license to use any BIE trademarks as described in this paragraph. Any and all goodwill associated with the use of said trademarks will inure to the benefit of BIE. BIE trademarks include, but not limited to, BIE, BUCK INSTITUTE FOR EDUCATION, PBL, PROJECT BASED LEARNING and any and all corresponding designs associated therewith.

6. **Terms of Payment.**

   a. The Client agrees to pay BIE $112,050.00 as outlined in the SOW.
   b. BIE will submit invoices to the Client within 30 days following each service provided, per the Scope of Work.
   c. The Client will submit payment to BIE upon receipt of each invoice 30 days from receipt.
   d. Monthly coaching services will be billed as retainer fees, and are not rolled over into later months if they are not used.
   e. If the Client requires a purchase order (PO) for individual services, they agree to deliver it to BIE 30+ days prior to each service start date. If the PO is not provided within 30 days prior to the scheduled service start date, BIE reserves the right to cancel the service and issue an invoice for the applicable cancellation fee to the client, as described below.

7. **Cancellation of services.**

   a. If the client cancels any of the contracted services, a request must be made in writing 60 days in advance of the scheduled date.
   b. Client cancellations for each service are subject to fees described in the SOW in order to compensate for costs already incurred by BIE as a part of the scheduling process.

8. **Rescheduling of services.**

   a. If the Client needs to change the planned dates of any of the contracted services, a request must be made in writing 30 days in advance of the scheduled date. The Client agrees to diligently work to reschedule within 60 days of such notice.
   b. Rescheduling requests for each service are subject to fees described in the SOW in order to compensate for costs already incurred by BIE as a part of the scheduling process.
   c. If no rescheduled date is provided within 30 days of the scheduled service date, the client will be invoiced for the full cancellation fee.
   d. If BIE cancels or fails to deliver a scheduled service, they will not invoice the client until the rescheduled service is delivered.
   e. In the event of the cancellation of the performance of a service for reasons beyond the reasonable control of a party that could not reasonably have been foreseen or provided against (force majeure), both parties will diligently work to reschedule the service within 30 days.

9. **Revisions to the Scope of Work.**

   a. The Client and BIE reserve the right to re-negotiate the Scope of Work based on the changing needs of the Client and/or new or expanded offerings of BIE. Both parties agree that any such negotiation should be concluded well in advance of any planned services so as not to disrupt existing schedules.
   b. The overall fee agreed upon in this Services Agreement will not be adjusted downward as a result of such negotiation.
   c. Any agreed upon change in the SOW must be in writing and signed by both parties.
   d. The Client understands that BIE prices will increase from time to time. The prices outlined in the SOW at any given time are specific to the time period of their delivery. Renegotiated service offerings are subject to the price of that service at the time of renegotiation.

10. **Research data, use of images, and use of Client name.**

   a. The Client understands that BIE is a research organization and that the survey data and other observations collected from Client participants may inform research studies. The Client also agrees to provide available information on request (e.g. test scores, available and non-confidential information about students) that will help to support BIE's research.
   b. In the course of delivering services, BIE may take pictures or videos of district employees. The Client agrees that BIE may use these images in marketing, promotion or other materials. BIE agrees to request separate permission for use of any images or videos that include students.
   c. The Client agrees that BIE may announce their participation in BIE services on BIE's website, in press releases and in other marketing and promotional materials, and in BIE's research studies and reports.

11. **Sub-Contractor Disclosures.**

   BIE and the Client agree that BIE may assign an appropriately trained and experienced primary presenter, a "National Faculty" designee, for the training programs described in this Services Agreement. BIE will be solely responsible for payment of his/her compensation. National Faculty members are not BIE employees. When assigned to a particular project, a National Faculty member serves in the capacity of an independent contractor to BIE.

The person(s) assigned by BIE to act as presenter of BIE materials under this Contract is not an agent of BIE and has no authority to modify the terms and provisions of this Services Agreement on behalf of BIE, or to bind BIE to provide any additional materials or services related to this Contract which are not specified in this Services Agreement.

12. Termination.

Either party may terminate this Services Agreement: (i) in the event that either party becomes insolvent, files for bankruptcy or has its assets assigned to a receiver for the benefit of its creditors; and/or (ii) if the other party commits fraudulent or illegal conduct resulting in a material adverse effect on the terminating party. This Services Agreement shall be binding on the successors, heirs, and assigns of either party.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the services on this Agreement?

Please select (Customer to Complete)

No

Yes

If yes, and you have this information, please enter it below:

PO Number:

PO Amount:

Signature Block

Signature:

Name:

_____

Date:

Signed:

Buck Institute for Education

18 COMMERCIAL BLVD. NOVATO, CA 94949 USA 415.883.0122 415.883.0260
WWW.BIE.ORG

Appendix

Statement of Work

SCHOOL AND DISTRICT LEADERSHIP SERVICES						
BIE Provided Services	**Timeline**	**Maximum Participants**	**Duration**	**Quantity**	**Item Cost**	**Total Cost**
District Development Coaching (Virtual Support - 4 hours)	July, 2017 - June, 2018	N/A	1 day	12 months	$600.00 /month	$7,200.00
Leader Sustained Support Visit (1-day)	August, 2017 - February, 2018	35 attendees	1 day	2 visits	$5,500.00 /visit	$11,000.00
Leader Sustained Support Visit (2-day)	December, 2017	35 attendees	2 days	1 visit	$6,600.00 /visit	$6,600.00
Leader Sustained Support Visit (1-day) Discount						-$5,500.00
Leader Sustained Support Visit (2-day) Discount						-$1,650.00
SCHOOL & DISTRICT LEADERSHIP SERVICES – July 1, 2017 - June 30, 2018 (YEARLY SUBTOTAL - USD)						**$17,650.00**

Notes: ** When consecutive on-site support days are purchased, a reduced rate will be applied to the additional days

TEACHER DEVELOPMENT SERVICES						
BIE Provided Services	**Timeline**	**Maximum Participants**	**Duration**	**Quantity**	**Item Cost**	**Total Cost**
Teacher Sustained Support Visit (4-day)	September, 2017 - March, 2018	35 attendees	4 days	2 visits	$13,750.00 /visit	$27,500.00
PBL 101	October, 2017 - November, 2017	35 attendees	3 days	4 workshops	$11,750.00 /workshop	$47,000.00
Teacher Sustained Support Visit (3-day)	October, 2017 - March, 2018	35 attendees	3 days	3 visits	$11,000.00 /visit	$33,000.00
Teacher Sustained Support Visit (4-day) Discount						-$2,750.00
PBL 101 Discount						-$7,050.00
Teacher Sustained Support Visit (3-day) Discount						-$3,300.00
TEACHER DEVELOPMENT SERVICES – July 1, 2017 - June 30, 2018 (YEARLY SUBTOTAL - USD)						**$94,400.00**
TOTAL FAIR MARKET VALUE OF SERVICES – July 1, 2017 - June 30, 2018						**$132,300.00**

TOTAL DISCOUNTS	**-$20,250.00**
TOTAL SERVICES, NET OF DISCOUNTS – July 1, 2017 - June 30, 2018	**$112,050.00**

Pricing is all-inclusive of materials, facilitators' travel and accommodations within the continental United States, along with other applicable fees. The prices listed are in USD and do not include any applicable taxes for services provided outside of the United States.

This Services Agreement reflects the scheduling and pricing only for the scheduled service(s) listed:

Initial Here: _____

Additional fees may be charged for rescheduling and/or cancellation as shown below:

Notification Period (# of days prior to the confirmed service delivery date)	**Rescheduling Fee (per service) (USD)**	**Cancellation Fee (per service) (USD)**
8-30 days	$500 *	$2,500
1-7 days	$750*	$2,500

< 24 hours (including, but not limited to, incidents of inclement weather, fire, power failure, or other similar occurrence)	$1,000 + Full reimbursement of travel expenses will be required.	Full cost of service

* Including, but not limited to, failure to provide BIE with a PO if the Client requires PO for purchase or payment of these services.

The attached 2017 BIE Services Catalog serves as a reference to describe services listed in the Statement of Work.

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