



Houghton Mifflin Harcourt

Contract No. 291052

This Agreement dated the **24th day of September, 2015** (“Agreement”), is by and between Houghton Mifflin Harcourt Curriculum Support and Professional Services, a division of Houghton Mifflin Harcourt (“HMH”), with offices at 1900 S. Batavia Avenue in Geneva, IL, and **San Carlos School District (“Customer”), 1200 Industrial Rd., Ste 9, San Carlos, CA 94070**

District or School Contact Name, E-mail Information:
Sarah Orton
(650) 508-7333
sorton@scsdk8.org

1. Description of Services. **Professional Services**
2. Term of Agreement. Services must be rendered within twelve months from the date of this contract.
3. Courses(s), Grade(s), ISBN(s).

Course	Date(s)	ISBN
Math in Focus –Instructional Strategies	November 3, 2015	99780547983097

4. Fees. Customer shall pay the following Fees (“Fees”) for the Services:

\$2,800.00 Total (see breakdown below)
 • **\$2,800.00 11.3.15**

Purchase order 165140 has been received

5. Proposed Date(s).
 - a. The following dates are proposed for the Services: **see above**
 - b. TBD Dates. Dates “to be determined” (“TBD Dates”) must be delivered within the Term of this Agreement, as defined in Section 2 or prior to the expiration of your purchase order, whichever date comes first. When scheduling TBD Dates, Customer shall contact HMH at least four (4) weeks prior to the first day of the scheduled Services.
 - c. Customized Workshops. Proposed Dates for a Customized Workshop are to be considered tentative and may not be confirmed until the content and agenda for the Services are discussed and finalized by both HMH’s Product Manager and an authorized representative of the Customer.

- d. Dates can be changed only upon the mutual agreement of HMH and the Customer, provided that any change to the dates or the Services hereof, may change the Professional Fees or other fees that will be charged.
6. Total Number of Participants.
 - a. The following number of Participants ("Participants") will receive the Services on the Proposed Dates: **up to maximum of 40 per session**
 - b. The number of Participants is subject to change with the mutual agreement of HMH and Customer. Customer shall provide a good faith estimate at least fourteen (14) days prior to the start of Services, as stated in Section 7(b) herein.
 7. Participants' Responsibilities.
 - a. Materials. Participants are responsible for providing their own note-taking materials, including pens, highlighters, and notepads.
 - b. Prohibited Activity. Audio and videotaping of the Services is strictly prohibited. Participants must also refrain from using their cell phones and other electronic devices during the presentation of the Services. Participants may be asked to leave if they engage in this activity.
 8. Customer Responsibilities.
 - a. Customer-supplied Materials. On the Date(s) of the Services, Customer shall provide the following: an adequate training site, on-site staff support, and media equipment requested by HMH.
 - b. Purchase Order. At least fourteen (14) days prior to the first Date of Services, Customer shall provide HMH with a Purchase Order, which shall include the following information: shipping address for materials, the address of the training site, and the number of Participants. HMH reserves the right to charge Customer expedited shipping charges ("Expedited Shipping Charges") if such Expedited Shipping Charges are incurred by HMH as a result of Customer's failure to provide the necessary information within the stated timeframe. In addition, HMH reserves the right to reschedule the Services, without penalty, should Customer fail to provide a Purchase Order within the stated timeframe and without the required information. To the extent that the terms contained in the Purchase Order conflict with the terms of this Agreement, and notwithstanding language in the Purchase Order to the contrary, the terms of this Agreement shall control.
 - c. Prohibited Activity. Audio and videotaping of the Services is strictly prohibited.
 9. HMH Responsibilities. On the Date(s) of the Services, HMH shall provide the following: personnel to provide the Services and required HMH materials ("Materials") in enough quantity for the number of Participants provided to HMH by Customer.
 10. Payment for Services. The parties are in agreement that Customer shall pay Fees stated in Section 4 of this Agreement to HMH during the Term of the Agreement for the Services described herein. HMH shall issue an invoice ("**Invoice**") upon fulfillment of the services. **Payment shall be due to Houghton Mifflin Harcourt within thirty (30) days after the date of the Invoice.**
 11. HMH Cancellation Policy. Customer may terminate this Agreement and/or cancel the Services with at least fourteen (14) days written notice under the notice provision of Section 15. If Customer cancels the Services between thirteen (13) days and thirty six (36) hours prior to the start of the Services, HMH shall charge and Customer shall pay a cancellation fee of seven hundred fifty dollars (\$750.00), and all HMH Materials shall be returned to HMH at Customer's expense. If Customer cancels the Services within thirty six (36) hours prior to the start of the Services, HMH shall charge and Customer shall pay a cancellation fee of one thousand five hundred dollars (\$1,500.00), and all HMH Materials shall be returned to HMH at Customer's

expense. Cancellations due to inclement weather or other acts of God will not be subject to any cancellations fees.

12. Ownership and Use of Intellectual Property. HMM owns all right, title, and interest in, without limitation and including worldwide copyright, to all HMM Materials distributed to the Customer and to the Participants as part of the Services. Customer and the Participants are strictly prohibited from reproduction or distribution of the HMM Materials without prior written permission from HMM. Customer and Participants may not make use of the HMM Materials in any manner other than the use intended by HMM through its provision of the Services.
13. Confidentiality. Customer acknowledges that in the course of performing the Services under this Agreement, representatives of HMM may disclose certain confidential information to Customer. All concepts, work, materials, and related information disclosed to Customer by any person acting on behalf of HMM are proprietary and confidential information of HMM. Customer acknowledges this and agrees not to disclose any such concepts, work, material or related information to any other parties, or to make any use of the HMM Materials other than the use that is intended by HMM through its provision of the Services.
14. Independent Contractor. HMM and Customer are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between HMM and Customer.
15. Entire Agreement and Amendment. This Agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be amended by a writing signed by authorized representatives of HMM and Customer.
16. Notices. All notices or other documents to be made under this Agreement shall be in writing and shall be deemed to have been duly given or made when personally delivered or, if mailed, postage prepaid, registered or certified mail, by a reputable national overnight courier service to the parties at the addresses provided herein, or by e-mail.
17. Survival. Sections 12, 13, 14 herein shall survive and continue in effect following the termination or expiration of this Agreement.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the date first above written.

CUSTOMER

District Name: _____

Signature: _____

Printed Name and Title: _____

Date: _____

HOUGHTON MIFFLIN HARCOURT

Signature: 

Name and Title: Luz Ortiz, Logistics Coordinator

Date: 9/24/15

Please email or fax signed contract by 10/1/15 to:

Luz Ortiz
Logistics Coordinator
Luz.ortiz@hmhco.com
Fax: 630.578.1394
Office: 630.845.5922

Once we receive your purchase order, an invoice will be generated. Please remit payment to:

Houghton Mifflin Harcourt Publishing Co.
14046 Collections Center Drive
Chicago IL 60693