

SCHOOL & DISTRICT SERVICES

# Services Agreement

**PBLWorks – Buck Institute for Education**  
**3 Hamilton Landing, Suite 220**  
**Novato, CA 94949**

Agreement Number: A-4263  
Agreement Date: March 13, 2023

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**ADDRESS INFORMATION**

**Bill to:**

685 East Jack London Blvd.  
Livermore, California 94551

**Ship to:**

685 East Jack London Blvd.  
Livermore, California 94551

**BILLING INFORMATION**

**Company:** Livermore Valley Joint  
Unified School District

**Phone:** 925 606-3200

**Contact Name:** Stephanie  
Waggener

**Fax:**

**Email Address:** [swaggener@lvjUSD.org](mailto:swaggener@lvjUSD.org)

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**1. Description of Work:**

- a. Buck Institute for Education dba PBLWorks (“PBLWorks”) and Livermore Valley Joint 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”). Our work together includes the services specified in the Table below. This Agreement is effective as of the date of the last signature below (the “Effective Date”).



**Table 1**

**SCHOOL & TEACHER SERVICES**

<b>PBLWorks Provided Services</b>	<b>Timeline*</b>	<b>Maximum Participants</b>	<b>Duration</b>	<b>Quantity</b>	<b>Item Cost</b>	<b>Total Cost</b>
PBL 101 - On-Site	June 12, 2023 - June 14, 2023	35 attendees	3 days	1 workshop	\$14,300.00 workshop	\$14,300.00
PBL 101 - On-Site	June 12, 2023 - June 14, 2023	35 attendees	3 days	1 workshop	\$14,300.00 workshop	\$14,300.00
PBL Leadership Jumpstart - Online: May 12th 1:00-2:30 & August 7th 3:00-4:30	May 12, 2023 - August 7, 2023	35 attendees	0 day	1 2-session package	\$3,750.00 2-session package	\$3,750.00
PBL Project Slice - Art of Persuasion - On-Site	May 16, 2023 - May 16, 2023	35 attendees	1 day	1	\$9,600.00	\$9,600.00
PBL Project Slice - Art of Persuasion - On-Site	May 17, 2023 - May 17, 2023	35 attendees	1 day	1	\$9,600.00	\$9,600.00
PBL Project Slice - Making Space for Change - On-Site	May 3, 2023 - May 3, 2023	35 attendees	1 day	1	\$9,600.00	\$9,600.00
					<b>TOTAL SERVICES</b>	<b>\$61,150.00</b>

*\*Time zone to be determined around the Client's local time.*

*These prices are valid for services within the date ranges listed above. Prices are inclusive of facilitator fees, travel and accommodations as they apply, and administrative and other costs.*



- b. The PBLWorks Services Catalog (the “PSC”) describes the specific services that PBLWorks offers at the time of this Agreement. It is incorporated by reference and considered a part of this Agreement. It can be found at [www.pblworks.org/services-overview](http://www.pblworks.org/services-overview).

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

**Initial Here:** \_\_\_\_\_



## **2. Primary Contacts and Responsibilities.**

- a. The Client agrees to provide an administrative coordinator who will be the primary contact for logistics related to the services as outlined in the Table in 1.
- b. The Client will inform attendees about workshop and follow-up sessions with enough lead time to ensure optimal attendance and impact.
- c. **Responsibilities for On-Site Services**  
For on-site services, the Client will 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.
- d. **Responsibilities for Online Services**
  - a. For online services, PBLWorks agrees to supply the online conference rooms, the workshop facilitators, and Tier One technical customer support.
  - b. The Client agrees to provide a roster, with name and current email address for each participant, to PBLWorks a minimum of two weeks before the service commences.
  - c. The Client will be responsible for ensuring that participants adhere to the attached **Technical Requirements - Online Services**, which serves as a reference to describe the required technology for participants.

## **3. Participation in Services.**

- a. Participation in PBLWorks 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 PBLWorks. Seats in any PBLWorks service are not for resale.
- b. Each service that PBLWorks 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, PBLWorks 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.

## **4. Intellectual Property.**

- a. PBLWorks 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 PBLWorks owned copyrighted works.
- b. To the extent that PBLWorks 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. PBLWorks 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.  
PBLWorks 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 Table in 1 and/ Book of Services.
- d. The Client hereby agrees that it will not distribute, film, record, 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 in the Table in 1 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 PBLWorks in connection with any promotion of any of the services listed in the Table in 1 or described in the Book of Services, PBLWorks hereby grants Client a non-exclusive, royalty-free, limited license to use any PBLWorks trademarks as described in this paragraph. Any and all goodwill associated with the use of said trademarks will inure to the benefit of PBLWorks. PBLWorks trademarks include, but not limited to, PBLWORKS, BUCK INSTITUTE FOR EDUCATION, PBL, PROJECT BASED LEARNING and any and all corresponding designs associated therewith. The Client will not use the proprietary trademarks of PBL Institute and/or PBL World.

#### **5. Terms of Payment.**

- a. The Client agrees to pay PBLWorks \$61,150.00 as outlined in the Table in 1.
- b. PBLWorks will submit invoices to the Client within 30 days of the conclusion of each service provided.
- c. The Client will submit payment to PBLWorks within 30 days of the issue date of each invoice.
- d. Services sold in packages will be invoiced at the end of the Timeline indicated in Table 1, or upon exhausting the package hour or session allowance, whichever comes first. Unused hours or sessions are not rolled over.
- e. If the Client requires a purchase order ("PO") for individual services, they agree to deliver it to PBLWorks 30+ days prior to each service start date. A PO received by PBLWorks fewer than 30 days before a service will not be considered "timely".
- f. For services outside of the United States, all international taxes, fees, and charges caused by wire transfer/ACH/check payment shall be borne by the school or district. All payments made to PBLWorks shall be drawn on U.S. funds.

#### **6. Cancellation of services.**

- a. Client cancellations for each service are subject to fees described in Table 2 in order to compensate for costs incurred by PBLWorks.
- b. If the failure of the Client to provide PBLWorks with a timely PO necessitates a cancellation of a service, a cancellation fee will apply to that service.

#### **7. Rescheduling of services.**

- a. Rescheduling requests for each service are subject to availability of service providers and also subject to fees described in Table 2 in order to compensate for costs incurred by PBLWorks.
- b. If the failure of the Client to provide PBLWorks with a timely PO necessitates a rescheduling of a service, a rescheduling fee will apply to that service.
- c. If no reschedule date is provided within 30 days of the scheduled service date, the client will be invoiced for the full cancellation fee.
- d. If PBLWorks cancels or fails to deliver a scheduled service, they will not invoice the client until the rescheduled service is delivered. If PBLWorks fails to deliver a service the client can reschedule or cancel without a fee.



## 8. Revisions to Services.

- a. A Revision to Services is when one service is canceled but replaced with one or more alternative services. Each revised service is subject to a separate rescheduling/revision fee according to the fee schedule in Table 2.
- b. Any agreed upon change to the services must be in writing and signed by both parties.
- c. The Client understands that PBLWorks prices will increase from time to time. The prices outlined in Table 1 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.

Notification Period (# of days prior to the confirmed service delivery date)	Rescheduling/Revision Fee (per service) (USD)	Cancellation Fee (per service) (USD)
60+ days	\$0	\$0
30-59 days	\$250	\$2,500
8-29 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

## 9. Research data, use of images, and use of Client name.

- a. The Client understands that PBLWorks 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 about students) that will help to support PBLWorks's research.
- b. In the course of delivering services, PBLWorks may take pictures or videos of workshop attendees. The Client agrees that PBLWorks may use these images in marketing, promotion or other materials. PBLWorks agrees to request separate permission for use of any images or videos that include students.
- c. The Client agrees that PBLWorks may announce their participation in PBLWorks services on PBLWorks's website, in press releases and in other marketing and promotional materials, and in PBLWorks's research studies and reports.

## 10. Termination.

- a. 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.
- b. This Services Agreement shall be binding on the successors, heirs, and assigns of either party.

**11. Governing Jurisdiction.**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of law rules. The Client also hereby irrevocably submits to the jurisdiction of the courts of Marin County, California, for any suits or proceedings arising out of or relating to these Terms and Conditions and corresponding Exhibits.

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**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:

If the Client requires a purchase order (PO) for individual services, they agree to deliver it to PBLWorks 30+ days prior to each service start date. If the PO is not provided within 30 days prior to the scheduled service start date, PBLWorks reserves the right to cancel the service and issue an invoice for the applicable cancellation fee to the client, as described below.



**SIGNATURE BLOCK**



\_\_\_\_\_  
Bob Lenz  
Chief Executive Officer

Buck Institute for Education  
3 Hamilton Landing, Suite 220  
Novato, CA 94949

March 13, 2023

\_\_\_\_\_  
Date

**Client:**

\_\_\_\_\_  
Official's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



## HOST SITE REQUIREMENTS FOR IN PERSON SERVICES

UPDATED 03.14.2022

We have created a set of safety guidelines and requirements for facilitating in-person services. Please read these requirements, initial each section, and sign that you have read them and will comply with them fully. These requirements reflect our unwavering commitment to the wellbeing, health and safety of our staff and partners. Under the direction of public health authorities, we have outlined the following mitigation controls and procedures in alignment with current data. For the health and safety of our staff, all sites—regardless of state or local health determinations—will be required to adhere to these requirements. These requirements will be included in contracts for in-person services.

PBLWorks Service Agreement Number: A-4263

Livermore Valley Joint Unified School District

**Client Site Contact:** \

**Title:** \

**Phone Number:** \

**Email:**

I agree that we will follow these current CDC Guidelines:

- Consistent and correct use of [masks](#) by all participants if the service venue county is at the CDC Community Level designation “High” at the time of the service
- Encourage hand hygiene and respiratory etiquette by all participants

**Initial:** \_\_\_\_\_

I agree that we will adhere to these cleaning and disinfection practices:

- Provide hand sanitizer or other cleaning and disinfection options for all participants and the facilitator.
- Maintain clean, disinfected surfaces in the meeting room where professional development is delivered. Cleaning should occur least once a day or as often as needed (for example, when visibly dirty).
- Make available additional Personal Protective Equipment (PPE) for participants.

**Initial:** \_\_\_\_\_

I agree that we will adhere to have clear guidelines in place directing staff and participants to follow [CDC approved quarantine procedures](#), including opting out of service participation in cases of symptoms or exposure to COVID-19 in unvaccinated participants.

**Initial:** \_\_\_\_\_

I agree that to inform PBLWorks within 7 days prior to service if requirements are unable to be met. If requirements are unable to be met, services will be rescheduled or converted to online at no charge.

**Initial:** \_\_\_\_\_

I agree to provide a safe and effective environment for in-person professional development, including:

- All participants are in the same room at the same time for professional development.
- Meeting rooms are [well ventilated](#) to the degree possible at the site.

**Initial:** \_\_\_\_\_

I agree that to ensure that all of the technology, audio/visual, supplies and materials are available and set up for the facilitator to be successful, including:

- Presenter table
- LCD projector
- Microphone set-up
- Sound system adequate for the size of the space
- Large screen or multiple screens
- Power strips for teacher's laptop(s)
- Headphones for participants
- Room is wifi-enabled/passwords available
- Tables with seating for 4-6 participants at each table
- All participants have laptops
- Chart paper (2 pads of 50 sheets each)
- 40-50 Bold markers (to write on posters)
- Post-it notes (about 10 packs - 100 each, 3X3)
- Scissors (one pair per table)
- Tape (a roll of scotch tape and a roll of painter's tape)
- Access to perimeter wall display space

**Initial:** \_\_\_\_\_

I understand that if the PBLWorks' facilitator arrives at a host site and finds that these requirements are not in place, PBLWorks' staff will take the following actions:

1. The facilitator will inform the host site leader that the requirements are not in place and they need to check with their supervisor.
2. The facilitator will take all necessary steps to ensure their own physical safety, up to and including departing the site.
3. The facilitator will notify PBLWorks Chief Impact Officer Dr. Sally Kingston immediately by phone: 805-636-7429.
4. The PBLWorks CIO will contact the contracting lead in school/district to inform of the contract violations and troubleshoot.
5. PBLWorks will determine appropriate action.

6. The PBLWorks CIO will inform the contracting lead in the school/district of appropriate action.
7. The PBLWorks CIO will share next steps with the facilitator.

**Initial:** \_\_\_\_\_

I understand that in the event that the PBLWorks' facilitator arrives at the sites and observes that the aforementioned requirements are not being followed, PBLWorks staff has the right to refuse services at any time without risk of retaliation. Clients will be responsible for the cost of travel and services in their entirety.

**Initial:** \_\_\_\_\_

My signature confirms receipt and agreement to these requirements.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

## ATTACHMENTS

- Attachment 1, **Technical Requirements for All Services**, serves as a reference to describe the required technology for participants attending in person and online services.



# Technical Requirements for All Services

Review and share the following tech requirements with participants ahead of the session. Note that *each participant* will need their own device.

- **Computer for Each Participant:** Desktop, laptop, Chromebook, or Surface PRO 4 or newer are ideal. (An iOS or Android tablet will not be sufficient as a primary device.)

- Speakers (either external or internal) or headphones/earbuds
- Webcam (either external or internal)

- **Internet Connection**

- An internet connection – broadband wired or wireless
- Speed of 3Mbps/3Mbps upload/download (Not sure? [Check here.](#))

- **Operating System**

- Mac OS 10.10 or newer, Windows 10 or newer, and Chrome OS

- **Web Browser**

- Chrome, Firefox, Safari, and Microsoft Edge are recommended.

- **Software**

- Google Docs via a Google-enabled account (Not using Google Docs at your school district? Contact [services@pblworks.org](mailto:services@pblworks.org) for support.)

- **Optional: Printer.** Helpful to print some items during the workshop.

## Additional Requirements for Online Workshops

- Each participant needs the **Zoom Video Conferencing program** ([Download for free](#))
- Please join the online workshop from your own space (such as your classroom or home). Participants should NOT all be in the same room while the National Faculty facilitator joins/facilitates from Zoom. It's important for every individual to be visible on Zoom; to interact with their own Nearpod; and to be able to join different breakout groups (Learning Circle, Project Team, Random Pairs or Trios, Feedback Teams) throughout the workshop.