



## Agreement Between Teachstone, Inc. and Azusa Unified School District

Until executed by both Parties, this Agreement constitutes an offer that is valid for 30 days from 08/27/2024.

Effective Date: 08/26/2024

### Parties:

#### Teachstone:

Teachstone, Inc.  
675 Peter Jefferson Parkway, Suite 350  
Charlottesville, VA 22911  
<http://www.teachstone.com>

#### CLIENT:

Azusa Unified School District  
245 West 10th Street  
Azusa, CA, 91702

**FOR VALUE RECEIVED**, as of the Effective Date, the Parties agree as follows:

1. Term of Agreement: The Agreement will be for a term of one (1) year unless the Parties agree to a shorter term in writing or the Agreement is terminated by the Parties per Paragraph 5.
2. Services, Fees, and Expenses: Teachstone agrees to provide Products and Services in exchange for the Fees and reimbursement of Expenses as detailed in the attached Addendum A.
3. Payment: Invoices will be submitted by Teachstone monthly via email to [jle@azusa.org](mailto:jle@azusa.org) for payment by CLIENT. If CLIENT is tax exempt a certificate should be provided or CLIENT will be charged the appropriate sales tax. Unless otherwise agreed to in writing, all invoices are Net 30 days.
4. Independent Contractor: Teachstone is an independent contractor and CLIENT will not withhold from the Fees any taxes and CLIENT will not provide any insurance coverage or other benefits typically provided to its employees.
5. Termination:
  - a. With cause by CLIENT. If Teachstone fails to make delivery or to satisfactorily perform the services or other provisions of this Agreement after having the opportunity to cure any failures within thirty (30) days after written notice from the CLIENT, the CLIENT may (in addition to any other right or remedy provided by this agreement or by law) terminate this Agreement by written notice to Teachstone without liability.

- b. With cause by TEACHSTONE. If Client fails to make payment, or fails to satisfactorily perform its obligations or breaches any other provision of this Agreement after having the opportunity to cure any failures within thirty (30) days after written notice from Teachstone, Teachstone may (in addition to any other right or remedy provided by this Agreement or by law) terminate all or any part of this Agreement by written notice to CLIENT without liability. CLIENT shall continue performance of this agreement to the extent not terminated.
  - c. Survival. Paragraph 8 along with the Terms and Conditions and Implementation Requirements incorporated in Paragraph 8 by reference will survive termination of this Agreement.
6. Assignment: Neither Party shall assign, transfer or convey any of its rights, title or interests in this Agreement without prior written consent of the other.
7. Technical Contacts: Upon execution of this Agreement, a Client Success Manager, or other individual at Teachstone, Inc., will be assigned as the technical contact for this Agreement. The following identified individual will serve as the Technical Contact for the Client.

**CLIENT:**

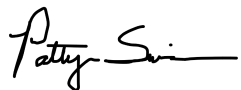
**Jenny Thi Le**  
**245 West 10th Street**  
**Azusa, CA, 91702**  
**Phone: 626-815-4705**  
**Email: jle@azusa.org**

8. Standard Terms and Conditions & Implementation Requirements: The Parties agree that the Standard Terms and Conditions & Implementation Requirements found [HERE](#) are incorporated into this Agreement by reference.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES.

Teachstone, Inc.

CLIENT

By:   
 Name: ~~Andrew Thomas~~  
 Patty Swain  
 Proposal and Contract Administrator

By:  
 Name: Norma Carvajal Camacho  
 Title: Assistant Superintendent, Ed. Services

# Addendum A

## Detailed Description of Services and Fees

### Fees:

Description	Cost Detail	Quantity	Total
PK3 CLASS 2E Obs V2 On-site Training	\$10,899.00	1	\$10,899.00
Shipping			
<b>TOTAL</b>			\$10,899.00

### Detailed Description of Products and Services\*:

#### Teachstone Delivery Requirements

In Person Delivery Requirements (not applicable to virtual delivery):

- Appropriate AV capabilities (projector, screen, and flipchart)
- The entire training must fall within Teachstone’s business hours of 8:30 a.m. to 8:30 p.m. EST
- Physical training space that is conducive to discussion and video watching
- High-speed Internet connection

Virtual Delivery Requirements:

For an optimal virtual training experience, please note the following:

- Users will need access to high-speed internet. The minimum speed is 600kbps, however 1.5Mbps is recommended.
- Participating on a computer is best however, a tablet may also be used. Training or participating on a phone is not allowed.
- We encourage each user to use video for a more interactive experience. Any camera recognized by the computer (built-in or webcam) will work.
- Any microphone and speaker connected to the computer or tablet is sufficient.
- The entire training must fall within Teachstone’s business hours of 8:30 a.m. to 8:30 p.m. EST

If your group is training in person but your trainer is remote, the requirements are the same. If unsure or for further information, please refer to Zoom's guidelines.

Training Maximums:

Teachstone reserves the right to change the minimum and maximum number of participants required for any training or service at any time. The standard minimum and maximum number of participants are listed [here](#).