



QUOTE DATE: May 12, 2025

QUOTE FORM

**Company Information**

Company Name	95 Percent Group	Quote Number	Q-111350
Address	475 Half Day Road, Suite 350 Lincolnshire, IL 60069	Created Date	May 12, 2025
Prepared By	Marina Strassburger	Expiration Date	July 31, 2025
Title	Sales Support Specialist	Delivery Type	Upfront
Telephone	(847) 499-8210		
Email	mstrassburger@95percentgroup.com		

**Customer Information**

Account Name	Dekalb County SD - District Office
Address	1701 Mountain Industrial Blvd Stone Mountain, Georgia 30083
Contact Name	Lawanzer Smith
Contact Title	
Contact Telephone	
Contact Email	lawanzer_r_smith@dekalbschoolsga.org

**Invoice / Billing Information**

Bill to Name	Dekalb County SD - District Office	Bill to Address	1701 Mountain Industrial Blvd Stone Mountain, Georgia 30083
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QUOTE SUMMARY

**DeKalb County Public Schools - Professional Learning**

Site Shipping Information:  
 Dekalb County SD - District Office  
 Lawanzer Smith  
 1701 Mountain Industrial Blvd  
 Stone Mountain, GA 30083

Product Name	Product Item #	List Price	Discount	Unit Price	Qty	Net Total
95 Phonics Core Program - Grade K -Comprehensive, Virtual 6 hrs	PDV26013	\$3,485.00	\$348.50	\$3,136.50	7	\$21,955.50
95 Phonics Core Program - Grade 1/2 -Comprehensive, Virtual 6 hrs	PDV26015	\$3,485.00	\$348.50	\$3,136.50	14	\$43,911.00
95 Phonics Core Program - Grade 3 -Comprehensive, Virtual 6 hrs	PDV26014	\$3,485.00	\$348.50	\$3,136.50	7	\$21,955.50
95 Phonics Core Program - Grade 4/5 -Comprehensive, Virtual 6 hrs	PDV26016	\$3,485.00	\$348.50	\$3,136.50	14	\$43,911.00
<b>Sub Total</b>						<b>\$131,733.00</b>

Total Before Discounts :	\$146,370.00
Discount :	\$14,637.00
Net Total :	\$131,733.00
Shipping & Handling (10% of printed product) :	\$0.00
Tax :	\$0.00
<b>Grand Total :</b>	<b>\$131,733.00</b>

**Notes: K-5 Virtual Product Training (6 Hour Comprehensive Course)**

Limited 30 day return/replacement policy: All product returns require prior approval. Please contact [orders@95percentgroup.com](mailto:orders@95percentgroup.com) to receive authorization. 15% restocking fee on all printed Phonics Lesson Library products. 10% on all other printed products. NO returns on opened shrink wrapped product. Damaged materials (stamped, written on, damaged from usage by client) will not be accepted. All sales are final for 95 Phonics Booster Bundle: Summer School Edition. NO refunds, exchanges or returns.

## 95 Percent Group Terms and Conditions

Please read these Terms and Conditions carefully. These Terms and Conditions are a binding legal document between you (“**Client**”) and 95 Percent Group LLC (“**Company**”). By utilizing our Services (defined below) in any way, and/or accepting the Quote accompanying these Terms and Conditions, and/or paying the amount contemplated by the purchase order, Client represents that (1) Client has read, understands, and agrees to be bound by these Terms and Conditions, and (2) Client has the authority to enter into these Terms and Conditions personally or on behalf of their entity, and to bind that entity to these Terms and Conditions. If Client does not agree to be bound by these Terms and Conditions, Client may not access or use the Services.

1. Description of the Services: Client will engage Company to provide consulting services (the “**Services**”) as described in Quote accompanying these Terms and Conditions as evidenced by a purchase order or payment from Client. Company accepts the engagement on the specified terms and conditions.
  - a. Client Benefit Only: The Services provided are solely for the benefit of Client. The Services are intended for employees of schools and/or school districts. All Company Materials (defined below) are for the use of training participants only and may not be copied or shared without Company’s prior written consent. Resale of the Services or the Company Materials is prohibited. The Services provided are not a “training of trainers” project.
  - b. Virtual Training, Online Support, E-Learning, and Client Portal Website: Virtual training, online support, e-learning, and access to Company’s website and cloud-based platforms are provided on a best-efforts basis. They carry no warranty and are not guaranteed to work without incident. Client technology must meet the [Minimum System Requirements](#) specified on Company’s website.
    - i. Virtual Training Session Failures: If a live virtual session fails due to Company reasons, it will be rescheduled at no additional cost. If the failure is attributed to Client, Client will be billed, and rescheduling will incur an additional fee.
2. Ownership: Company, or its third-party licensors, own and hold all right, title and interest in and to any materials made available, including presentations, digital works, physical copies and any outputs of the Services provided, including without limitation, all intellectual property or derivative works derived therefrom (the “**Company Materials**”).
  - a. Recording of Training Sessions or Presentations: Video or audio taping or other recording of training sessions or presentations is strictly prohibited without prior written consent from Company. Consent requires a written amendment to these Terms and Conditions and payment of an additional fee. Company may record sessions or presentations if granted permission and appropriate release forms are obtained.
  - b. Materials: No Company Materials may be copied, downloaded or otherwise saved by Client, regardless of media. No right or license to use the Company Materials is granted under these Terms and Conditions.
3. Confidentiality: The Company Materials, and any other data or information shared with Client by or about Company, are Company’s “**Confidential Information**”. As such, Client agrees that even after the termination or expiration of this Agreement, they must: maintain in strict confidence all Confidential Information using the same standard of care that a Client uses to protect its own confidential information of a like nature and, in any event, no less than a reasonable standard of care; not use the Confidential Information for any reason other than as specified by Company; and not use, reproduce or disclose the Confidential Information to any third party, in each case, without prior express written consent of the other Party. Client will, and will ensure that its staff and agents, comply with all of confidentiality and non-disclosure and non-use obligations hereunder.

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Client will promptly notify Company if Client learns of any unauthorized release or use of Confidential Information.

4. Compensation: Client agrees to pay for the Services specified in the Quote. Exceeding the agreed-upon number of participants will incur an additional fee of at least \$1,000. Product billing occurs upon shipment, while Service billing occurs after each Service is delivered. Late payment beyond 60 days from the invoice date will incur a 2% monthly late payment fee, starting from 30 days past due.
5. Purchase Orders: If Client uses Purchase Orders or similar payment processes, an authorized Purchase Order must be provided before Company commences work. Any conflicting terms between these Terms and Conditions and a Purchase Order shall be superseded by these Terms and Conditions. Client must provide information on special payment processing steps required. If Client is tax-exempt, the state tax exemption certificate must be provided [prior to the commencement of the Services or the shipping of any products]. Purchase Orders for the Services are due to Company no later than 30 days before scheduled delivery of the first Service.
6. Payment Methods: Company accepts bank checks as the standard payment method. However, for Clients preferring credit cards or similar methods, payment cards are accepted with a “**Convenience Fee**” of 3% of the amount due. The Convenience Fee will be included in each invoice. If a payment card payment lacks the Convenience Fee, the invoice will be adjusted and sent to Client for approval. The Convenience Fee amount is subject to change, with notice given to Client who may choose to discontinue payment card payments.
7. Postponement or Cancellation: If Client postpones or cancels a training date fewer than 30 days before the scheduled date, a cancellation fee of no less than \$250 per training date per consultant will be charged for each postponed or cancelled training date that occurs fewer than 30 days before the scheduled date. Additionally, Client will be responsible for any unrecoverable costs incurred by Company, including without limitation non-refundable travel expenses. If Company cancels a training date due to circumstances beyond their control, such as severe weather, flight delays, illness, or other unavoidable factors, both Company and Client will be responsible for their respective incurred expenses.
8. Indemnification: Each party agrees to indemnify, defend, and hold harmless the other party against any actions, claims, demands, or damages resulting from injury, death, loss, or other liabilities caused by the acts or omissions of their respective agents, servants, or employees in connection with the Services provided under these Terms and Conditions. Client agrees to indemnify, defend, and hold harmless Company from Client’s misuse of the Services and/or the Company Materials.
9. Governing Law: These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Delaware, unless the state law in Client’s jurisdiction prohibits the application of out-of-state governing laws. In such cases, the laws of Client’s state shall prevail.
10. Amendment: Any change, modification, extension, termination, or waiver of these Terms and Conditions or any of its provisions shall be valid only if made in writing and signed by duly authorized representatives of both parties.
11. Force Majeure: Neither party shall be held liable or deemed to have defaulted under these Terms and Conditions for failure or delay in fulfilling any term if such failure or delay is caused by circumstances beyond the reasonable control of the affected party, including but not limited to severe weather, airline flight cancellations or delays, fires, earthquakes, floods, embargoes, wars, acts of war (declared or not), insurrections, riots, civil commotions, strikes, lockouts, acts of God, or acts, omissions, or delays by any governmental authority or other party. However, if a training date is canceled after a consultant staff member has already arrived at Client location, Client will be responsible for the consultant’s travel expenses and any applicable

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change fees.

12. Disclaimer: THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO COMPANY), OR FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO ANY PERSON FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICES, WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT, OR OTHER CAUSE.
13. Waiver; Release: Client does hereby, for themselves, their heirs, administrators or executors, forever WAIVE, RELEASE, and DISCHARGE any and all rights and claims for any expenses, damages, or other losses that Client may allege or that may hereinafter accrue against Company as an invitee onto Client's premises.