Solution Tree

HOST CONTRACT

Effective June 20, 2012, San Leandro USD ("Host") and Solution Tree, Inc. ("Solution Tree") agree that Solution Tree will provide an Associate to disseminate information to Host in exchange for $41464.09 (USD). The parties agree as follows:

1. **Services:** Solution Tree agrees to provide the services described in Exhibit A—Description of Services.

2. **Compensation:** Host will pay Solution Tree a total contract amount of $41,631.69 (USD). Host will pay Solution Tree a non-refundable deposit of 20% of the total contract amount, $8,326.34 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining contract balance of will be invoiced upon completion of the services (See Exhibit B--Schedule of Payments). Host will provide a purchase order for the total contract amount immediately upon entering the contract. Host agrees to reimburse any expenses incurred by Solution Tree that result from Host's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% monthly.

3. **Resources:** The total contract amount includes the cost of the resources purchased with these services as listed below.

   - *Learning by Doing 2nd Edition:* 56 copies
   - *School Leader's Guide to PLC:* 35 copies
   - *Every School, Every Team, Every Classroom:* 6 copies
   - *Leading by Design:* 5 copies
   - *Creating Physical and Emotional Security in Schools:* 8 copies

   The cost of the resources included in this Contract is $2,464.09, which includes shipping and handling. Solution Tree will not ship any resources without a purchase order.

4. **Travel Arrangements and Expenses:** The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.

5. **Intellectual Property:** Host acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Host. Solution Tree or Associate shall retain all copyrights owned prior to entering this Agreement, and Host may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. Host is responsible for the reproduction of all handouts and other print materials related to the services, and Host will notify the Associate directly of any deadlines for reproduction.

6. **Audio/Video Equipment:** Host will provide audio/video equipment and technical support for the sessions.

7. **Recording of Presentation:** All audio and video recording is prohibited without written consent from Solution Tree and the Associate. Requests for permission to record the presentation should be directed to Solution Tree and not the Associate. If the request is approved, Solution Tree will obtain consent from the Associate.

8. **Confidentiality:** Solution Tree will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Solution Tree will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Host's request.

9. **Termination:** If Host terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Host shall reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Contract that exceed the amount of the deposit. Solution Tree may terminate this Contract if Solution Tree has not received a purchase order within 30 days of the effective date of this Contract.

10. **Force Majeure:** If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Solution Tree agrees to offer services at a later date, provided such can be rescheduled with Host. Solution Tree shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent Solution Tree from performing under this Contract.

11. **Indemnity:** Solution Tree shall indemnify and hold harmless Host from any and all claims, actions, costs, or liabilities arising from Solution Tree's negligent acts or omissions during the course of performance under this Contract, except those resulting from Host's negligence.

12. **Notices:** All notices to be given under this Contract shall be sent by certified mail to Solution Tree, Inc., 555 N. Morton St., Bloomington, Indiana 47404, and to San Leandro USD, 14735 Juniper Street, San Leandro, CA 94579, or to such address as may be given by either party in writing. Notice shall be deemed given on the date of mailing.

13. **Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.

14. **Nature of Contract:** Host is engaging Solution Tree's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Solution Tree may enter into contracts with other parties for professional services similar to those set forth in this Contract.

15. **Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Host and Solution Tree:

Debbie Wong San Leandro USD	Date	Shannon R. Ritz Director of Professional Development Solution Tree, Inc.	Date

Cindy Cathey, Superintendent Date