Solution Tree Purchasing Agreement

Effective April 5, 2013, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404, and San Leandro Unified School District ("Customer") located at 14735 Juniper Street, San Leandro, CA 94579, agree as follows:

1. **Products:** Customer shall purchase the following Professional Development Services ("Products"). Additional terms for specific Products are described in Exhibit A, attached hereto. Any additional Products or Product substitutions outside of 90 days from the date of a scheduled service may become part of this Agreement by a written Addendum signed by both parties.

Quantity	Item	Unit	Amount	Total
Service 1: Elementary Schools Training				
1	Onsite Professional Development Day	Day	$ 6,500.00	$ 6,500.00
8	Interactive Web Conferences	Session	$ 1,500.00	$ 12,000.00
Service 2: Secondary Schools Training				
6	Interactive Web Conferences	Session	$ 1,500.00	$ 9,000.00
			TOTAL	$ 27,500.00

2. **Invoicing and Purchase Orders:** Customer will provide Solution Tree with a purchase order by May 31, 2013 for the full amount due under this Agreement. All payment terms are net 30 days from the actual date of invoice. All late payments are subject to a Finance Charge of 1.5% monthly. Please make purchase order(s) out to: Solution Tree, 555 North Morton Street, Bloomington IN 47404.

Who will receive and pay the invoices?	
Contact:	**Debbie Wong**
Title:	**Assistant Superintendent, Educational Services**
Address:	**14735 Juniper Street**
City, State	**San Leandro, CA 94579**
Phone:	**510-667-3538**
E-mail:	**dwong@sanleandro.k12.ca.us**
Fax:	**510-279-6156**

3. **Intellectual Property:** Customer acknowledges that Solution Tree or Solution Tree's subcontractors own 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 Customer. Solution Tree shall retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree.

4. **Entire Agreement:** This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein.

5. Offer Valid: The offer set forth in this Agreement shall be open through May 31, 2013.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

Debbie Wong	Date	Bryan Scanlon	Date
Assistant Superintendent		Vice President	
San Leandro Unified School District		Solution Tree, Inc.	

Please fax or email this agreement to: Lisa Williams
Fax: 740-422-1515
Email: lisa.williams@solution-tree.com

EXHIBIT A: PROFESSIONAL DEVELOPMENT SERVICES

Description of Services

Service 1: Elementary School Training

1 day, on-site professional development day
- Progress check on current PLC implementation
- Aligning common core with the guaranteed and viable curriculum
- Support of short cycle formative assessments aligned to the common core

8 interactive webinar sessions (one per elementary school) – Specific agendas to be determined at each school site according to need

Audience: Elementary building level team
Group Size: Approximately 50

Service 2: Secondary School Training

2 interactive webinar sessions per school (Fall 2013 / Spring 2014) – Specific agendas to be determined at each school site according to need

Audience: Building principals and teacher team leaders (district staff also encouraged to attend)
Group Size: TBD

The selection of Presenters and Dates for the specific services to be performed under this Agreement shall be determined and made part of this Agreement by a written addendum signed by both parties by June 15, 2013.

Additional Terms

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

2. **Reproducibles:** Customer is responsible for the reproduction of all handouts and other print materials related to the services, and Customer will notify the Associate directly of any deadlines for reproduction.

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

4. **Recording of Presentation:** All audio, video, and digital recording of the workshop is prohibited.

5. **Termination:** If Customer terminates this Agreement within 90 days of the workshop for any reason but Force Majeure, Customer shall reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.

6. **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 Agreement, then Solution Tree agrees to offer services at a later date, provided such can be rescheduled with Customer. Solution Tree shall have an affirmative duty to notify Customer immediately of any circumstance or event that will prevent Solution Tree from performing under this Agreement.

Professional Development Services Contact Information

Who will be the contact person for the work?	
Contact:	**Debbie Wong**
Title:	**Assistant Superintendent, Educational Services**
Address:	**14735 Juniper Street**
City, State	**San Leandro, CA 94579**
Phone:	**510-667-3538**
E-mail:	**dwong@sanleandro.k12.ca.us**
Fax:	**510-279-6156**
Mobile:	**510-258-2776**