KEYNOTE SPEAKER AGREEMENT

Made by and between

San Leandro Unified School District (SLUSD)

and

Sam Seidel

The parties hereto, agree to be legally bound, and agree as follows:

1. Sam Seidel (hereafter referred to as the "Speaker") is being retained by SLUSD to provide a 45-minute Keynote address at the Summer Teacher Conference in San Leandro, CA:
   - A. Date of Performance: August 14, 2014
   - B. Speaker's Performance Time: 8:30 a.m.
   - C. Speaker's Arrival Time: 8 a.m.
   - D. Duration of Performance: 45 minutes (8:30- a.m.-9:15 a.m.)
   - E. Fee: $6000 ($5000 + $1000 flat fee for travel/ accommodations)

2. All payments will be made via SLUSD check within thirty days following the receipt of a valid invoice.

3. The Speaker is giving permission for SLUSD or its designated agents to record audio and video of the Keynote. The Speaker hereby grants SLUSD the right (free of charge) to use the recordings of the Keynote for educational and marketing purposes.

4. The Speaker shall have no right to any portion of any revenue received by SLUSD as a result of conference registration or sponsorship.

5. The Speaker enters into this agreement as, and shall continue to be, an independent contractor. In no circumstances shall keynoter look to SLUSD as his/her employer, partner, agent or principal. The Speaker shall not be entitled to any benefits accorded to SLUSD's employees, including medical benefits, workers' compensation, disability insurance, retirement plans, or vacation or sick pay.

6. SLUSD reserves the right to allow photographers and reporters from legitimate news organizations and SLUSD's own video crew a limited time to interview, video and photograph the Speaker.

7. A notice of cancellation by either party must be made in writing by April 1, 2014.

8. If the Speaker is unable to perform his/her obligations under this agreement due to events beyond his reasonable control, SLUSD will reimburse the Speaker for any non-

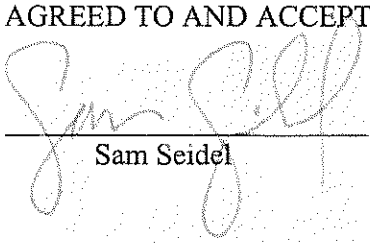
refundable travel costs upon receipt of valid invoices and/or receipts. The Speaker will not receive a speaking fee in such cases.

9. If SLUSD is unable to perform its obligations under this agreement due to events beyond its reasonable control, SLUSD shall have the right to cancel the Keynote. SLUSD will reimburse for any non-refundable travel costs upon receipt of documentation. The Speaker will receive 50 percent of the agreed upon fee.

10. Any changes to this contract must be done in writing and agreed to in writing by both parties.

11. Neither party may assign, subcontract, transfer or delegate, in whole or in part, its rights or obligations under this Agreement except with the prior written approval of the other.

AGREED TO AND ACCEPTED:



Sam Seidel	1/27/14 Date		Date