Solution Tree
555 North Morton Street
Bloomington, IN 47404
812.336.7700; 866.308.3135 FAX
www.solution-tree.com

HOST CONTRACT

THIS CONTRACT entered into by and between Solution Tree Inc., an Indiana Corporation whose principal place of business is located at 555 North Morton Street, Bloomington, Indiana 47404, (hereinafter referred to as "Consultant"), and San Leandro USD, 14735 Juniper Street, San Leandro, CA 94579 (hereinafter referred to as "Host").

WITNESSETH

WHEREAS, Consultant is engaged in the business of organizing and promoting educational consultancies and workshops and of meeting the needs of educators;

WHEREAS, Consultant is desirous of providing the personal services of an "Associate" to make presentations and provide consulting for the Host on the following educational topic: (see Exhibit A—Description of Services);

WHEREAS, Consultant is a nationally recognized leader in the field of staff development and is desirous of offering such services to the Host;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which consideration is hereby acknowledged, the parties now agree as follows:

1.	**Nature of Contract**	The parties acknowledge that the Host is engaging Consultant's services as an independent contractor.
2.	**Compensation**	As compensation for services and resources to be provided hereunder, Consultant will be paid a non-refundable deposit of 20% of the total Contract, $16,300.00, which will be applied toward payment of the total Contract amount, $81,500.00 and is due to Consultant upon execution of the Contract (See Exhibit B—Schedule of Payments).
3.	**Duties of Consultant**	Consultant agrees to provide an Associate to disseminate information for San Leandro USD on the date(s) listed (see Exhibit A—Description of Services).
4.	**Travel Arrangements and Expenses**	Travel and lodging expenses for the Associate are included in the total Contract. The Associate shall make all travel arrangements in conjunction with the Host.
5.	**Payment**	Consultant shall submit an invoice for each training session. Resources purchased in conjunction with the training are included in the total cost and will be included in the first invoiced session (or in the session corresponding to delivery). Host will provide a purchase order for the entire amount of the Contract prior to the commencement of Consultant duties. Payment is due upon receipt of invoice. Late payments may be subject to a Finance Charge of 1.5% monthly (see Exhibit B Schedule of Payment).
6.	**Nonperformance Arising From Events Out of Control of Parties**	In the event Consultant fails to perform under the terms of this Contract as result of events or circumstances outside of Consultant control, such as illness, acts of nature, etc., Consultant agrees to offer services at a later date, provided such can be rescheduled with the Host. Consultant shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent Consultant from performing under this Contract. Should Host cancel for any reason at any time prior to ninety (90) days before scheduled event, Host forfeits the 20% deposit. In the event that Host cancels this agreement within 90 days or less of the scheduled event, Host shall be liable to pay the 20% deposit plus any additional expenses incurred by Consultant in performance of this agreement.
7.	**Recording of Presentation**	All audio and video recording is prohibited without written consent from Consultant and Associate.

8.	**Remedies**	In the event Consultant breaches this Contract, Host may immediately terminate this Contract, and in addition may recover compensatory and consequential damages and costs arising from the breach, and may seek all legal and equitable remedies available under law. In the event the Host breaches the Contract, Consultant may do the same.
9.	**Attorney Fees**	In the event of a breach of this Contract, the non-breaching party may recover, in addition to any damages or other remedies, reasonable attorney fees and costs incurred in the enforcement of this Contract.
10.	**Nonassignability**	This is a personal services Contract, and the obligations under this Contract are not assignable by Consultant without the prior written consent of the Host.
11.	**Notices**	All notices to be given under this Contract shall be sent by certified mail to Consultant at Solution Tree, 555 North Morton Street, Bloomington, IN 47404, and to Host at 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.
12. .	**Severability**	The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal.
13.	**Governing Laws/Exclusive Jurisdiction**	This Contract shall be construed and interpreted in accordance with the laws of the State of Indiana, and the parties agree that the courts of the State of Indiana shall have exclusive jurisdiction over any legal proceedings commenced in connection with this Contract.
14.	**Entire Contract**	This Contract constitutes the entire Contract of the parties. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this document on October 5, 2011. The pricing contained in this Contract will expire 30 days from date of issue unless signed and returned with a valid purchase order and deposit.

SOLUTION TREE, INC.

Cindy M. Cathey, Superintendent *San Leandro USD*	*Shannon R. Ritz, Director, Professional Development* *Solution Tree, Inc.*
Date: _____	Date: _____

EXHIBIT A
DESCRIPTION OF SERVICES

Title of Training: Professional Learning Communities at Work Overview		
Group Size: 360	**Group Makeup:** elementary and secondary teachers and administrators	**Cost:** $6,500.00 – all inclusive
Description of Service— PLC Associate, Marc Johnson will provide an in-depth training for secondary staff around the role of teachers within the Professional Learning Communities model. An emphasis will be placed on the practical implementation of strategies surrounding these important PLC concepts: • A Commitment to Learning for All Students Developing and Sustaining a Culture of Collaboration • A Focus on Results: How to Analyze and Utilize Assessment Data • **A** Focus on Recognizing the Value of Common Assessments and Facilitating the Development of Common Assessments • A Focus on Leader Teachers to Examine Their Own Teaching Practices • Creative Scheduling for PLC Time in the Teacher Workday		
Date: October 31,2011		
Associate: Marc Johnson		

Service 2:

San Leandro USD PLC Coaching Academy	
Dates	**Session I:** October 31 to November 1, 2011 **Session II:** January 31 to February 1, 2012 **Session III:** March 26 to 27,2012
Participants	50 secondary teachers and administrators
Content	**"San Leandro USD PLC at Work Coaching Academy":** Content: • What do we want students to learn? • How will we know if they have learned it? • What are we going to do if they have not learned it? • What are we going to do if they have learned it? Objectives: • Understand the concept and attributes of a professional learning community. • Examine research-based best practices and standards for becoming a professional learning community. • Experience and create sample processes and products reflective of professional learning communities. • Acquire strategies and tools for designing, implementing, and evaluating a school's journey towards becoming a professional learning community. • Design a plan of action for implementing the professional learning community concept at your school. • Participate actively by engaging in conversations and teamwork. • Reflect on and self-assess personal knowledge, skills, and beliefs.

Facilitator(s)	**PLC Master Coach:** Richard Dewey
Resources	**Each participant will receive the following:** • **PLC** Coaching Academy Binder • *Learning* by *Doing (50)* • *Revisiting Professional Learning Communities at Work (50)* **Each participating school team will receive:** • *The PLC Toolkit (4)*

EXHIBIT B
SCHEDULE OF PAYMENT

Description	Payment	Expected Invoice Date
Deposit	$16,300.00	Upon execution of Contract
Session 1	$ 5,200.00	October 31, 2011
Session 2 and resources	$24,555.70	November 1, 2011
Session 3	$17,722.15	February 1, 2012
Session 4	$17,722.15	March 26, 2012

As a part of this contract, Solution Tree will provide our PLC Coaching Academy to a maximum of 50 participants. Should the number of participants exceed 50 a one-time fee of $1,500 plus $250 per additional participant will be due. Should the number of participants exceed 75, the addition of a second coach necessitates a revised contract.

EXHIBIT C
CONTACT INFORMATION

Please provide the following information in all three sections:

Who will be the contact person for the work?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Fax: _____

Who will receive and pay the invoices?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Fax: _____

Shipping Information (required for resource delivery)

Shipping Contact: _____

Shipping Address: _____

City, State, Zip: _____

Phone: _____

Delivery Date: _____

Delivery Times: _____

Choose one: ☐ Do you have a Delivery Dock?

☐ Do you have double doors (for pallet)?

☐ Do you require inside delivery?