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 Bancroft Middle School, 1150 Bancroft Avenue, San Leandro, CA 94577 (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 presentation(s) for Host;

WHEREAS, Consultant is a nationally recognized leader in the field of staff development and is desirous of offering such services to 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 Host is engaging Consultant's services as an independent contractor.

2. **Compensation** — As compensation for services to be provided hereunder, Consultant will be paid a non-refundable deposit of 20% of the total honorarium, $1,430.00, which will be applied toward payment of the total honorarium, $7,150.00, and is due to Consultant net 30 days from the date of invoice. The remaining honorarium balance of $5,720.00 is due to Consultant net 30 days from date of invoice.

3. **Duties of Solution Tree** — Consultant agrees to provide an Associate (Rich Smith) to disseminate information on the topic of PLC for the date(s) 01/1312012.

4. **Travel Arrangements and Expenses** — Honorarium is all-inclusive.

5. **Payment** — Consultant shall submit an invoice for the total cost for each date the Associate is on-site with Bancroft Middle School. Resources purchased in conjunction with the presentation will be invoiced as shipment is made and is due net 30 days from date of invoice. Host will provide a purchase order for the entire amount of the contract prior to the commencement of Consultant duties. Payments not made within one week of due date are subject to Finance Charge of 1.5% monthly.

6. **Reproducibles** — Host is responsible for the reproduction of all handouts and other print materials related to the event. Host will notify speaker directly of any deadlines for reproduction.

7. **Nonperformance Arising From Events Out of Control of Parties** — In the event Consultant fails to perform under the terms of this Contract as a 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 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 agrees to pay 20% of the total

honorarium fee. In the event that Host cancels this agreement with 90 days or less of the scheduled event, Host shall be liable to pay 20% of the total honorarium fee plus any additional expenses incurred by Consultant in performance of this agreement.

8. **Recording of Presentation** — All audio and video recording is prohibited without written consent from Consultant and Associate.

9. **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 Host breaches the contract, Consultant may do the same.

10. **Attorney Fees** — In the event of a breach of this Contract, the nonbreaching party may recover, in addition to any damages or other remedies, reasonable attorney fees and costs incurred in the enforcement of this Contract.

11. **Nonassignability** — This is a personal services Contract, and the obligations under this Contract are not assignable by Consultant without the prior written consent of Host.

12. **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 Bancroft Middle School at 1150 Bancroft Avenue, San Leandro, CA 94577, or to such address as may be given by either party in writing. Notice shall be deemed given on the date of mailing.

13. **Severability** — The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal.

14. **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.

15. **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 this day, January 11, 2012. 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.

Maggie Heredia-Peltz, Principal
Bancroft Middle School

Date: _____

Shannon R. Ritz, Director, Professional Development
Solution Tree, Inc.

Date: _____

Cindy Cathey, Superintendent,
San Leandro USD

Date: _____