

Contract for School District of Clay County

Green Cove Springs, FL

Contract # 32411-01



Terms and Conditions

This agreement, dated February 14, 2012 (the “**Effective Date**”), by and between The Leadership and Learning Center (The “**Center**”), a subsidiary of Houghton Mifflin Harcourt Publishing Company, and **School District of Clay County** (the “**Client**”), sets forth the agreement between the parties for The Center to perform certain professional development services. When used herein, “Agreement” shall be understood to include this agreement, and any attached exhibits, any Statements of Work hereunder, and any other documents made a part hereof or incorporated by reference, including any written amendments hereto.

THIS AGREEMENT FOR SERVICES MUST BE SIGNED AND RETURNED BY March 16, 2012 OR THE SERVICES MAY BE RESCHEDULED.

1. Description of Services. Professional services related to professional development, as set forth more fully in the agreed upon (attached) proposal # 2990T28A01 (the “**Services**”).
2. Engagement. The engagement(s) provided under this Agreement as part of the Services are set forth in the attached Statement of Work.
3. Payment for Services.
 - a. *Fees.* In consideration of the Services to be performed by The Center under this Agreement, the Client shall pay to The Center the Professional Fees, and Other Fees as set forth in the attached Statement of Work in accordance with the payment terms set forth herein.
 - b. *Ancillary Expenses.* Customer shall be responsible for all airline, lodging, meals, ground transportation, and applicable sales tax incurred by The Center in connection with providing the Services. If the Client opted for “inclusive pricing,” these Ancillary Expenses are already included in the Professional Fees as set forth in the Statement of Work. If the Client did not opt for “inclusive pricing,” these Ancillary Expenses will be invoiced separately and such invoices will include copies of all supporting receipts.
 - c. *Due Date.* The Center shall issue an invoice (“**Invoice**”) upon fulfillment of the Services. **Payment shall be due to The Center in accordance to the Local Government Prompt Payment Act.**
 - d. *Taxes.* All payments required by the Client under this Agreement are exclusive of all federal, state, local and foreign taxes, levies and assessments. The Client agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority.
 - e. *Consultant Rates.* Certain consultants from The Center command a higher fee. Should the client choose to work with one of these consultants, prices quoted in the agreed upon proposal #2990T28A01 will be adapted.
4. Date(s) of Services.
 - a. *Proposed Dates.* Subject to Section 4(b) hereof, the proposed dates for the Services are set forth in the attached Statement of Work.
 - b. *“TBD” Dates.* For Services that have not been scheduled as of the Effective Date of this Agreement, Services must be scheduled to begin within one year of the date of this Agreement, or prior to the purchase order’s expiration date, whichever comes first. The Client will contact The Center at least six weeks prior to the first day on which the Client would like the Services to begin. The Center cannot guarantee availability of dates, for specific consultants.

- c. *Confirmation of Dates.* All dates are tentative and will not be confirmed until the Planning Call described in Section 5 is complete and The Center informs the Client that the date for the Services is confirmed.
 - d. *Date Change.* Dates can be changed only upon the mutual agreement of The Center and the Customer, provided that any change to the dates or the Services hereof may change the Professional Fees or other fees that will be charged.
5. Customer Responsibilities.
- a. *Pre-Engagement Call.* The Client shall participate in a pre-engagement call (the “**PEC**”) with The Center staff at least 45 days prior to the first date of the Services to review goals and expectations. For more highly customized services, this Planning Call will involve content planning and agenda setting.
 - b. *Customer-Supplied Materials.* On the date(s) of the delivery of the in-person Services, Customer shall provide the following: an adequate training facility, on-site staff support, and media equipment requested by The Center. Any other requirements of the Customer, if any, will be set forth in the attached Statement of Work.
 - c. *Purchase Order.* At least fourteen (14) days prior to the first date of Services, Customer shall provide The Center with a purchase order (the “**Purchase Order**”), which shall include the following information: shipping address for materials, the address of the training site, and the number of Participants. The Center reserves the right to charge Customer expedited shipping charges if additional shipping or handling charges are incurred by The Center as a result of Customer’s failure to provide the necessary information within the stated timeframe. In addition, The Center reserves the right to reschedule the Services, without penalty, should Customer fail to provide a Purchase Order within the stated timeframe and without the required information.
 - d. *Terms of Purchase Order.* **TO THE EXTENT THAT THE TERMS CONTAINED IN THE PURCHASE ORDER CONFLICT WITH THE TERMS OF THIS AGREEMENT, AND NOTWITHSTANDING LANGUAGE IN THE PURCHASE ORDER TO THE CONTRARY, THE TERMS OF THE PURCHASE ORDER SHALL CONTROL.**
 - e. *Prohibited Activity.* Audio and videotaping of the Services is strictly prohibited and will be deemed to be a violation of this Agreement. In addition to any other remedies available to The Center at law or equity, The Center reserves the right to cancel the Services upon the occurrence of audio taping or videotaping in violation of this Agreement.
6. Participants’ Responsibilities.
- a. *Materials.* Participants must provide their own note-taking materials (e.g., pens, notepads, etc.).
 - b. *Prohibited Activity.* In addition to the restrictions on audio and videotaping of the Services set forth in Section 5.e, Participants must also refrain from using their cell phones and other electronic devices during the presentation of the Services. To ensure the quality of the Services for other Participants, Participants may be asked to leave if they engage in this activity.
7. The Center’s Responsibilities. On the date(s) of the in-person Services, The Center shall provide the following: personnel to provide the Services and Center materials (“**Materials**”).
8. Cancellation Policy.
- a. *Cancellation.* Customer may terminate this Agreement and/or cancel the Services with no cancellation fee with at least forty-five (45) days prior written notice and prior to the Planning Call. Cancellations received by The Center after the Planning Call incur a cancellation fee of 50% of the Professional Fees.

- b. *Rescheduling.* The Center will attempt to honor requests to reschedule the date of Services, but The Center cannot guarantee that such requests will be honored, and acceptance of such request is at The Center's sole business discretion. Any out-of-pocket costs (e.g., travel or change of Professional Consultant) associated with rescheduling shall be the responsibility of the Client.

9. Ownership and Use of Intellectual Property.

- a. The Center owns all right, title, and interest in, without limitation and including worldwide copyright, to all of The Center's Materials (for example, but not limitation, handouts, slides, articles, and other paper and electronic media) distributed to the Customer and to the Participants as part of the Services or used by or developed by of in connection with performing the Services. Customer and the Participants are strictly prohibited from reproduction or distribution of The Center's Materials without prior written permission from The Center. Customer and Participants may not make use of The Center Materials in any manner other than the use intended by The Center through its provision of the Services. For the avoidance of doubt, no right, title or license in the Materials is granted to the Customer, except for the limited, personal, non-transferable right and license for the Customer to use the Materials for the Customer's own internal use and benefit without reproducing them in any medium.
- b. Requests for reproduction rights and the terms and fees associated therewith may be addressed to:

Leadership and Learning Press
317 Inverness Way South, Suite 150
Englewood, Colorado 80112

Or submitted electronically at:

<http://www.leadandlearn.com//resources/custom/pdf/CopyrightRequestForm.pdf>

10. Confidentiality. Customer acknowledges that in the course of performing the Services under this Agreement, representatives of The Center may disclose certain confidential information to Customer. All concepts, work, materials, and related information disclosed to Customer by any person acting on behalf of The Center are proprietary and confidential information of The Center. Customer acknowledges this and agrees not to disclose any such concepts, work, material or related information to any other parties to the extent allowed by law, or to make any use of The Center's Materials other than the use that is intended by The Center through its provision of the Services.
11. Independent Contractor. The Center and Customer are not partners or joint ventures and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between The Center and Customer.
12. Entire Agreement and Amendment. This Agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be amended by a writing signed by authorized representatives of The Center and Customer.
13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute on and the same instrument. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or e-mail transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person. A photocopy of this agreement may be used in any action brought to enforce or construe this Agreement.
14. Notices. All notices or other documents to be made under this Agreement shall be in writing and shall be deemed to have been duly given or made when personally delivered or, if mailed, postage prepaid, registered or certified mail, by a reputable national overnight courier service to the parties at

the addresses provided herein, or by e-mail. Notices shall be delivered using the contact information set forth in the attached Statement of Work.

15. Due Authorization. The Client certifies that no additional documents or signatures are required for prompt payment to The Center and that the person signing this contract is an authorized agent of the Client for the purpose of binding the Client to this Agreement.
16. Survival. Sections 9, and 11-16 inclusive herein shall survive and continue in effect following the termination or expiration of this Agreement.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the date first above written.

Statement of Work for School District of Clay County

Date	Description	Estimated Investment
<p>July 23-24, 2012</p>	<p>Leaders Developing Leaders Seminar Series (Full Descriptions in Appendix A)</p> <p>1-Day Instructional Leader Seminar for K-5 and 1-Day Instructional Leader Seminar for 6-12</p> <ul style="list-style-type: none"> • 1-day session with elementary school principals, assistant principals, and central office administrators • 1-day session with middle and high school principals, assistant principals, and central office administrators • Estimated 55 participants in each session • Estimate includes 110 copies of <i>Activate</i> 	<p align="center">\$13,499.16 (Inclusive of all consultant fees, expenses, and all necessary materials)</p>

Acceptance of Contract # 32411-01 for Services

School District of Clay County

*****REQUIRED FOR PROCESSING***** Purchase Order # _____

Printed Name: _____

Signature: _____

Title & Department: _____

Signed and agreed upon, this _____ day of _____, 2012.

Please Provide an Accounting/Accounts Payable Department Contact

Name: _____

Address: _____

Address 2: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email Address: _____

The Leadership and Learning Center:

Signature: Bob Burgess

Name / Title: Bob Burgess, Sr. Dir. Operations

Signed and agreed upon, this 28 day of February, 2012.

Federal Tax ID # 83-030-2861

Our Payment Address:

The Leadership and Learning Center
Finance Director
317 Inverness Way South, Suite 150
Englewood, Colorado 80112

866-399-6019