

Exhibit A

West College Department
Publication Agreement

by and between

David Knox

Caroline Schacht

and
West Publishing Company

Choices in Relationships 3/e
Title

M.F. 3/20

West College Department Publication Agreement

THIS AGREEMENT, entered into in St. Paul, Minnesota on this 9th day of October, 1989, by and between David Knox and Caroline Schacht ("Author") and WEST PUBLISHING COMPANY ("West"), a Minnesota corporation, as follows:

I. Agreements by Author

Will prepare a manuscript on the subject of Marriage and Family tentatively entitled Choices in Relationships, 3/e ("the Work"), containing approximately 650 pages when set in type, to be published, without limitation, for classroom and reference use and collateral reading by students, teachers and others.

Will prepare the manuscript in clear, legible typewritten, printed, mimeographed or photocopied form, according to West's mechanical instructions and specifications, and will deliver the complete manuscript to West on or before February 15, 1990; said manuscript to be acceptable to West in its sole judgment. Author will retain one complete copy of the manuscript at all times prior to publication.

Will submit, as soon as conveniently possible, a fair sample of the manuscript in reasonably complete form for West's examination, size estimate and suggestions.

Will not use, in the preparation of the Work, any copyrighted material for which Author has not received proper permission or license authorizing such use. A copy of all such permissions or licenses will be supplied to West when the manuscript is delivered. Except for portions of the manuscript for which such permission or license has been obtained, Author represents and warrants that the Work is and will be original and that it does not and will not violate the rights of others. Author will indemnify West against all damages suffered and expenses incurred by West as a result of any breach or alleged breach of such representation and warranty.

As soon as the manuscript has been accepted by West and put into type, will read and check the proofs as rapidly as furnished, and will do all usual and necessary things to expedite publication of the Work.

Will prepare a subject matter index in an alphabetical arrangement. CS SK

Will not edit, prepare or publish, under Author's name or otherwise, or allow to be edited, prepared or published under Author's name, any work which may injure or interfere with the sale of the Work.

Will pay costs in excess of 10% of the original typesetting cost for Author's alterations and/or additions to the proofs after the manuscript has been put into type. West will have the right to reject any or all of Author's alterations and additions if, in West's judgment, they are stylistic and do not substantially affect the content.

II. Agreements by West

Upon its receipt and acceptance of the manuscript, will promptly put it into type and provide Author with the proofs for reading, checking and indexing.

Will pay the following compensation to Author:

(a) 15% of net paid sales (paid sales less credits and returns) of the Work in book form except as provided for in (b). To be divided as follows:

75% to Caroline Schacht, 25% to David Knox for third edition royalties
Royalty for 4th and subsequent editions; 100% to Caroline Schacht

See page 7

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(b) 7.5% of (i) net paid sales of the Work in book form which are made outside the United States and Canada; (ii) net paid sales of the Work in book form which are generated by direct-mail solicitation; (iii) net paid sales of the Work in all other forms including, without limitation: translations; book club editions; electronic, machine-readable and computerized forms; videocassettes, films and slides; radio and television broadcasts; and the like.

Will pay accrued compensation semi-annually on or before March 31 and on or before September 30 for compensation periods ending on January 31 and July 31 of each year.

Will supply each author with 25 complimentary copies of the Work. Each author may purchase additional copies of the Work from West from time to time at West's then current maximum discount to the trade.

III. Miscellaneous Agreements

Author hereby assigns and transfers to West all present and future copyrights and other rights in the Work (including revised editions of the Work) and any supplements thereto.

West may use Author's name and likeness in a reasonable manner in promoting and advertising the Work (including revised editions of the Work) and any supplements thereto.

If West determines that the manuscript is not acceptable and returns it to Author, any advance of compensation which West has made to Author will be repaid to West within 30 days of the return of the manuscript. In any case where the Work has not earned the amount of any advance or where Author has received an overpayment of compensation or is otherwise indebted to West, West may bill Author directly or deduct the amount of such unearned advance, overpayment or other indebtedness from any compensation it owes to Author.

If West determines that a revised edition of the Work is necessary, Author will have a first option to prepare such revised edition on the same terms and conditions as set forth herein. If Author is deceased, or if, for any reason, Author does not promptly exercise such option or, for any reason, is unable to exercise such option, West, at its own expense, may arrange for and publish revised editions. If West does so, Author, or Author's estate or heirs, will be paid one-half of the compensation provided for above with respect to the first revised edition and one-quarter of such compensation with respect to the second revised edition. Neither Author, nor Author's estate or heirs, will be paid any compensation with respect to the third and subsequent revised editions.

Format, style, paper, binding, title, price, marketing, advertising, number of copies printed and similar matters will be decided by West.

Author may assign or otherwise transfer the right to receive compensation, but the other rights and duties of Author under this Agreement are personal and thus may not be assigned or transferred. Author will be an independent contractor and not an employee of West.

This Agreement is the parties' entire understanding with respect to the Work, supercedes any and all previous agreements or understandings relating thereto and cannot be amended, nor any term waived, except in a writing signed by all the parties.

Any additional provisions appear on the next page.

West Publishing Company

By David D. Jefferson
President and Chief Executive Officer

..... David K. Hart
Author
Soc. Sec. No. [REDACTED]

..... Carolus Schacht
Author
Soc. Sec. No. [REDACTED]

.....
Author
Soc. Sec. No.

CS DK Publisher will pay Caroline Schacht a preparation grant of \$1,000.00 (paid 8/9/89)

CS DK Publisher will pay to Caroline Schacht an advance against royalties of \$5,000.00 upon the request of the Authors after the signing of this Agreement.

CS DK The publisher will be responsible for securing permissions. The cost of the permissions will be taken out of the Authors' royalties.

CS DK The publisher will be responsible for and pay for a subject index.

CS DK The text is planned as a hardback with a two-color interior format and a four-color cover. The Authors are to be made aware of the interior design and cover and their wishes will be respected. Final authority for the design and cover belong to the Publisher.

CS DK The publisher agrees to send the text manual and Instructor's Manual in the same package at the same time as the completed text to potential adopters.

CS DK The authors are asked to submit photos for consideration by the publisher for use in this text or other texts published by West.

CS DK In the event of the death of either Caroline Schacht or David Knox, the royalties due the deceased author will be paid to the living author.

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West College Department

Publication Agreement

by and between

Linda Mooney

David Knox

Caroline Schacht

and

West Publishing Company

Understanding Social Problems

Title

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002

West College Department Publication Agreement

THIS AGREEMENT, entered into in St. Paul, Minnesota on this 25th day of January, 1994, by and between Linda Mooney, David Knox, and Caroline Schacht ("Author") and WEST PUBLISHING COMPANY ("West"), a Minnesota corporation, as follows:

I. Agreements by Author

Will prepare a manuscript on the subject of Social Problems tentatively entitled Understanding Social Problems ("the Work"), containing approximately 600-500 pages when set in type, to be published, without limitation, for classroom and reference use and collateral reading by students, teachers and others.

Will prepare the manuscript in clear, legible typewritten, printed, mimeographed or photocopied form, according to West's mechanical instructions and specifications, and will deliver the complete manuscript to West on or before May 1, 1995; said manuscript to be acceptable to West in its sole judgment. Author will retain one complete copy of the manuscript at all times prior to publication.

Will submit, as soon as conveniently possible, a fair sample of the manuscript in reasonably complete form for West's examination, size estimate and suggestions.

Will not use, in the preparation of the Work, any copyrighted material for which Author has not received proper permission or license authorizing such use. A copy of all such permissions or licenses will be supplied to West when the manuscript is delivered. Except for portions of the manuscript for which such permission or license has been obtained, Author represents and warrants that the Work is and will be original and that it does not and will not violate the rights of others. Author will indemnify West against all damages suffered and expenses incurred by West as a result of any breach or alleged breach of such representation and warranty.

As soon as the manuscript has been accepted by West and put into type, will read and check the proofs as rapidly as furnished, and will do all usual and necessary things to expedite publication of the Work.

Will prepare a subject matter index in an alphabetical arrangement L.M. CS D.K.
Will not edit, prepare or publish, under Author's name or otherwise, or allow to be edited, prepared or published under Author's name, any work which may injure or interfere with the sale of the Work.

Will pay costs in excess of 10% of the original typesetting cost for Author's alterations and/or additions to the proofs after the manuscript has been put into type. West will have the right to reject any or all of Author's alterations and additions if, in West's judgment, they are stylistic and do not substantially affect the content.

II. Agreements by West

Upon its receipt and acceptance of the manuscript, will promptly put it into type and provide Author with the proofs for reading, checking and indexing.

Will pay the following compensation to Author:

- (a) 15% of net paid sales (paid sales less credits and returns) of the Work in book form except as provided for in (b).
- (b) 15% divided between the authors as follows:
50% to Linda Mooney, 25% to David Knox, 25% to Caroline Schacht for the first edition of the text. For second, and subsequent editions, royalties will be based on allocation of work responsibilities.

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Publisher agrees to pay as an advance against royalties the sum of \$12,000.00, payable as follows: *VMCS Dic*

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\$6,000.00 upon the signing of this Agreement, to be divided equally between the Authors,

\$3,000.00 upon acceptance by the Publisher of the first half of the manuscript to be divided equally between the Authors,

\$3,000.00 upon acceptance by the Publisher of the second half of the manuscript to be divided equally between the Authors.

Publisher agrees to pay a manuscript preparation grant of \$5,000.00, payable as follows: *VMCS Dic*

pd 4-13/94
\$1,000.00 upon the signing of this Agreement,

\$2,000.00 upon receipt of the first half of the manuscript,

\$2,000.00 upon receipt and acceptance of the final manuscript ready for production.

In the event of the death of Linda Mooney, royalties due Linda Mooney will be paid to Susan Moran. In the event of the death of David Knox, royalties due David Knox will be paid to Caroline Schacht. In the event of the death of Caroline Schacht, royalties due Caroline Schacht will be paid to David Knox. *VMCS Dic*

The Publisher agrees to prepare the index at Publishers expense. *VMCS Dic*

Publisher agrees to prepare the Instructor's Manual/Test Bank at Publisher's expense *VMCS Dic*

The Publisher agrees to secure permissions for the text. Author is responsible for indicating all permissions needed and Author is responsible for payment of permissions cost. *VMCS Dic*

Photos submitted by Authors will be considered by Publisher for inclusion in the text. However, Publisher is not obligated to publish the Authors' photos. *VMCS Dic*

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(b) 7.5% of (i) net paid sales of the Work in book form which are made outside the United States and Canada; (ii) net paid sales of the Work in book form which are generated by direct-mail solicitation; (iii) net paid sales of the Work in all other forms including, without limitation, translations; book club editions; electronic, machine-readable and computerized forms; videotapes, films and slides; radio and television broadcasts; and the like.

Will pay accrued compensation semi-annually on or before March 31 and on or before September 30 for compensation periods ending on January 31 and July 31 of each year.

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West may use Author's name and likeness in a reasonable manner in promoting and advertising the Work (including revised editions of the Work) and any supplements thereto.

If West determines that the manuscript is not acceptable and returns it to Author, any advance of compensation which West has made to Author will be repaid to West within 30 days of the return of the manuscript. In any case where the Work has not earned the amount of any advance or where Author has received an overpayment of compensation or is otherwise indebted to West, West may bill Author directly or deduct the amount of such unearned advance, overpayment or other indebtedness from any compensation it owes to Author.

If West determines that a revised edition of the Work is necessary, Author will have a first option to prepare such revised edition on the same terms and conditions as set forth herein. If Author is deceased, or if, for any reason, Author does not promptly exercise such option or, for any reason, is unable to exercise such option, West, at its own expense, may arrange for and publish revised editions. If West does so, Author, or Author's estate or heirs, will be paid one-half of the compensation provided for above with respect to the first revised edition and one-quarter of such compensation with respect to the second revised edition. Neither Author, nor Author's estate or heirs, will be paid any compensation with respect to the third and subsequent revised editions.

Format, style, paper, binding, title, price, marketing, advertising, number of copies printed and similar matters will be decided by West.

Author may assign or otherwise transfer the right to receive compensation, but the other rights and duties of Author under this Agreement are personal and thus may not be assigned or transferred. Author will be an independent contractor and not an employee of West.

This Agreement is the parties' entire understanding with respect to the Work, supercedes any and all previous agreements or understandings relating thereto and cannot be amended, nor any term waived, except in a writing signed by all the parties.

Any additional provisions appear on the next page.

West Publishing Company

By Wright D. Offerman
Chairman and Chief Executive Officer

[Signature]
Author
Soc. Sec. No. [Redacted]

[Signature]
Author
Soc. Sec. No. [Redacted]

Caroline Schanket
Author
Soc. Sec. No. [Redacted]