

**Solution Tree, Inc.
Purchase Agreement**

Effective May 3, 2019, Solution Tree, Inc. (“Solution Tree”) located at 555 N. Morton St., Bloomington, IN 47404 and Perris Union High School District – California Military Institute (“Customer”) located at 155 E 4th Street Perris, CA 92570 agree as follows:

- 1. Summary of Products and Services:** Customer will purchase the following Solution Tree products and services (“Products”). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$74,950.00
Virtual Coaching	\$ 4,995.00
Resources	\$ 1,362.40
Total	\$81,307.40

- 2. Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the “Purchase Order Due Date”). A non-refundable deposit of 20% of the Onsite Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$14,990.00	Upon execution of Agreement
Virtual Coaching	\$ 4,995.00	Upon execution of Agreement
Resources	\$ 1,362.40	Upon execution of Agreement
August Session	\$ 7,960.00	August 6, 2019
September Sessions	\$10,400.00	September 25, 2019
December Sessions	\$10,400.00	December 11, 2019
January Sessions	\$10,400.00	January 22, 2020
March Sessions	\$10,400.00	March 25, 2020
April Sessions	\$10,400.00	April 8, 2020

- 3. Onsite Professional Development**

- 3.1. Description of Services:** Solution Tree will provide a speaker (“Associate”) to perform the onsite professional development services described in Exhibit A.

- 3.2. Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

3.3. Venue and Audio/Visual Equipment: Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. Resources: Customer will purchase the following resources. Solution Tree will ship all resources after an invoice has been generated. Solution Tree will not ship any resources without a purchase order or full payment.

Title	Quantity	Price	Total
Learning by Doing	40	31.96*	\$1,278.40
Shipping and handling	--	--	\$84.00
Resources Total			\$1,362.40

* Price includes a 20% bulk discount

5. **PD Subscription:** Solution Tree grants Customer a limited, non-exclusive, non-transferable subscription for 40 Users to access the Global PD Video Library via the website currently at <http://globalpd.com>, or by any other means on which the parties may agree, for one year beginning on the date of the first Global PD invoice (the "Subscription Term"). Customer's subscription will automatically renew for subsequent one year terms unless Customer notifies Solution Tree of its intent not to renew at least 30 days prior to the end of the then current Subscription Term. Customer will use Global PD in compliance with the Terms of Use located at <http://globalpd.com/terms-of-use> (the "Terms of Use"), which Solution Tree reserves the right to revise from time to time. In the event of a direct conflict between the terms of this Agreement and the terms of the Terms of Use, the terms of this Agreement will take precedence

6. General Terms

6.1. Intellectual Property: Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

6.2. Force Majeure: If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

6.3. Termination: Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.

b. Resource Returns and Refunds: Resource returns and refunds will be handled by the Return Policy outlines at <https://www.solutiontree.com/customer-service/product-orders>.

6.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer:

_____	_____
Candace Reines	Date
Deputy Superintendent of Business Services	
Perris Union High School District	

_____	_____
Shannon R. Ritz	Date
Vice President of Professional Development	
Solution Tree, Inc.	

Please email this Agreement to Steve Kinkeade at Steve.Kinkeade@SolutionTree.com or fax to 866.308.3135.

Exhibit A**Description of Onsite Professional Development Services****SERVICE 1: PLC at Work® Enhanced Overview****Date:** August 6, 2019**Proposed Associate:** Joe Cuddemi**Estimated Number of Participants:** TBD**Participant Demographics:** Site Teachers and Admin**Proposed Start Time:** 8:00am**Proposed End Time:** 3:00pm**Workshop Location:** TBD**Cost of Service:** \$9,950.00**Description of Service:**

A PLC at Work® associate will deliver a full-day PLC at Work® overview session to all school staff. The workshop will provide a baseline understanding of key concepts and vocabulary and build shared knowledge necessary to become a PLC at Work®. Participants will understand the three big ideas of PLC at Work®:

- A focus on learning
- A collaborative culture and collective responsibility
- A results orientation

And will develop a common understanding of the four critical questions of a PLC:

- What do we want our students to learn?
- How do we know if they have learned it?
- How will we respond when our students don't learn?
- How will we respond when our students do learn?

The PLC at Work® Overview includes The PLC Toolkit and 40 licenses to the Global PD Library.

SERVICE 2: PLC at Work® Onsite Embedded Coaching (10 days)

Dates: September 25-26, 2019; December 11-12, 2019;
January 22-23, 2020; March 25-26, 2020; April 8-9, 2020

Proposed Associate: Joe Cuddemi

Estimated Number of Participants: TBD

Participant Demographics: Site Teachers and Admin

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Workshop Location: TBD

Cost of Service: \$65,000.00 (\$6,500.00 per day)

Description of Service:

These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work®, as well as begin a focus on best practices in assessment and instruction. The coaching days may include sessions with the principal, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with staff at the school. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:

- PLC at Work®
- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention
- Mathematics
- Literacy
- School Culture

SERVICE 3: PLC at Work® Virtual Coaching

Dates: TBD

Proposed Associate: Joe Cuddemi

Estimated Number of Participants: 1

Participant Demographics: Site Principal

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Workshop Location: Virtual

Cost of Service: \$4,995.00

Description of Service:

This service provides year-long Virtual Principal Coaching to individual principals. The principal will receive the following support from a PLC at Work® associate:

- 10, 1 hour one-on-one virtual meetings with the PLC Coach
- Phone/email support with their PLC Coach

Together the principal and coach will work through the “Framework for PLC Principals” in sessions. The PLC coach who will serve as an expert guide supporting the principal as they identify key targets on their journey toward PLC at Work® implementation. The principal and PLC coach will work collaboratively to define the agenda for sessions and to determine work in between sessions. Topics may include:

- PLC at Work® Foundations such as the three big ideas and four critical questions
- Learning objectives, assessment, intervention, and differentiation
- Leadership
- Individual site-based challenges

Solution Tree will not provide evaluative feedback to the district on participants to better support open and honest dialogue and productive collaboration.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: _____
Title: _____
Phone: _____
Email: _____
Cell #: _____
Fax: _____

Who will receive and pay the invoices?

Contact: _____
Title: _____
Phone: _____
Email: _____
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?