

**Solution Tree, Inc.
Purchase Agreement**

Effective May 18, 2023, Solution Tree, Inc. (“Solution Tree”) located at 555 N. Morton St., Bloomington, IN 47404 and California Military Institute (“Customer”) located at 755 North A 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
Professional Development	\$71,500.00
Global PD Teams Site License	\$ 4,900.00
Total	\$76,400.00

- 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 plus any applicable taxes 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)	\$15,280.00	Upon execution of Agreement
Global PD Teams Site License	\$ 3,920.00	Upon completion of setup
Professional Development	\$57,200.00	Incrementally after each date

- 3. 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. Global PD Teams Site and Individual Licenses: Solution Tree grants Customer a limited, non-exclusive, non-transferable license for all educators in California Military Institute, to access Global PD Teams via the website currently at <http://globalpd.com> for one year beginning on the date of the first Global PD Teams invoice. Customer will use Global PD Teams 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 this Agreement and the Terms of Use, the terms of this Agreement will take precedence.

5. General Terms

5.1. 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.

5.2. 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.

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

a. Professional Development: If Customer cancels any 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 Professional Development Services.

5.4. 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 and Solution Tree:

Sylvia Hinojosa
Director of Purchasing
California Military Institute

Date

Date

Solution Tree, Inc.

Exhibit A

Description of Professional Development Services

SERVICE 1: PLC at Work® Customized Workshop**Date(s):** June 1, 2023**Proposed Associate(s):** Joseph Ianora**Estimated Number of Participants:** 45**Participant Demographics:** varies**Proposed Start Time:** 8:00 am**Proposed End Time:** 3:00 pm**Workshop Location:** School site**Cost of Service:** \$6,500.00**Description of Service:**

The PLC at Work associate will work with school or district leadership to customize these sessions based on the participants' current PLC at Work reality. The sessions will focus on deepening participants' understanding of the PLC at Work processes and addressing critical next steps to further their PLC at Work implementation. Each day will build on previous trainings and strategies provided.

Onsite days may occur virtually. Virtual days are up to 6 hours of support. Virtual pricing will apply to all onsite days delivered virtually.

SERVICE 2: PLC at Work® Embedded Coaching**Date(s):** September 12-14, 2023; November 8-9, 2023; January 23-25, 2024; April 17-18, 2024**Proposed Associate(s):** Joseph Ianora**Estimated Number of Participants:** 45**Participant Demographics:** varies**Proposed Start Time:** 8:00 am**Proposed End Time:** 3:00 pm**Workshop Location:** School site**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 principals or district staff, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with staff at the schools. 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

Virtual days are up to 6 hours of support. Onsite days may be conducted virtually. Virtual pricing will apply to all onsite days delivered virtually.