

**Solution Tree, Inc.  
Purchase Agreement**

Effective November 18, 2021 Solution Tree, Inc. (“Solution Tree”) located at 555 N. Morton St., Bloomington, IN 47404 and Mountain View Whisman (“Customer”) located at 1400 Montecito Avenue, Mountain View, California, US 94043

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.

<b>Products and Services</b>	<b>Total</b>
Professional Development	\$29,875.00
<b>Total</b>	\$29,875.00

- 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 upon execution of this Agreement (the “Purchase Order Due Date”). A non-refundable deposit of 20% of the total amount due 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:

<b>Description</b>	<b>Payment</b>	<b>Expected Invoice Date</b>
20% Deposit (non-refundable)	\$5,975.00	Upon execution of Agreement
Professional Development	\$23,900.00	Incrementally after each date

**3. Professional Development**

- 3.1. Description of Services:** Solution Tree will provide a speaker (“Associate”) to perform the 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 in accordance with the technology requirements described in Exhibit B. Solution Tree may terminate this Agreement if Customer's equipment is not up to the required standard by 30 days prior to the start of the services. If Customer's equipment fails during the services, Customer will still be liable for the full amount.

**4. General Terms**

- 4.1. 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.

- 4.2. 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.
  
- 4.3. 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.
  
  - 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>.
  
- 4.4. 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:

\_\_\_\_\_  
Cathy Baur  
Chief Academic Officer  
Mountain View Whisman  
Date

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

Please email this Agreement to Eric Henry at [eric.henry@SolutionTree.com](mailto:eric.henry@SolutionTree.com) or fax to 866.308.3135.

Exhibit A

Description of Professional Development Services

**SERVICE 1: PLC at Work® Customized Workshop**

**Date(s) and Proposed Associates:**

Barbara Phillips December 3, 2021; January 3, 2022  
Claire Springer January 3, 2022  
Erica Martin January 3, 2022  
Whitney Freije January 3, 2022

**Estimated Number of Participants:** 300

**Participant Demographics:** Teachers, Coaches, Administration

**Proposed Start Time:** 8am

**Proposed End Time:** 3pm

**Workshop Location:** Virtual

**Cost of Service:** \$29,875.00 (\$5,975.00 per associate per session)

**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. The sessions will continue the focus on differentiation with the content based on participants goals and previous work. Each day will build on previous trainings and strategies provided.

These days will take place virtually. Virtual days are up to six hours of support

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**Exhibit B**

**Technical Requirements for Virtual PD**

	<b>PC/Windows</b>	<b>Macintosh</b>
<b>SYSTEM REQUIREMENTS</b>	<ul style="list-style-type: none"> <li>• Windows 2003 Server, Windows XP, Windows Vista, Windows 7 or above</li> <li>• Internet Explorer 8 or above, OR Firefox 4 or above, OR Chrome 5 or above</li> <li>• Intel or AMD processor (2.4 GHz or More)</li> <li>• At least 2 GB RAM</li> <li>• 700 Kbps or more for simultaneous screen sharing, video, and audio conferencing</li> </ul>	<ul style="list-style-type: none"> <li>• Mac OS X 10.6 or above</li> <li>• Safari 3 or above, OR Firefox 4 or above, OR Chrome 5 or above</li> <li>• 2.4 GHz Intel processor (Core 2 Duo)</li> <li>• At least 1 GB RAM</li> <li>• 700 Kbps or more for simultaneous screen sharing, video and audio conferencing</li> </ul>
<b>VIDEO/AUDIO REQUIREMENTS</b>	<ul style="list-style-type: none"> <li>• A sound card installed in your computer</li> <li>• Microphone and speakers connected to your computer or a telephone with conference-call capabilities</li> <li>• Web camera at one viewing site</li> </ul>	
<b>SITE REQUIREMENTS</b>	<ul style="list-style-type: none"> <li>• Hard line Internet connection</li> <li>• Projector, monitor, or whiteboard to view the IWC session</li> <li>• Suggested: Tech contact in attendance and available for troubleshooting at time of web conference</li> </ul>	

## CONTACT INFORMATION

Please provide the following information.

### Who will be the contact person for the work?

Contact: Swati Dagar  
Title: Director - Curriculum, Instruction, and Assessment  
Phone: 1-650-526-3500  
Email: sdagar@mvwsd.org  
Cell #: \_\_\_\_\_  
Fax: \_\_\_\_\_

### Who will receive and pay the invoices?

Contact: Frances Rodriguez  
Title: Administrative Assistant to Chief Academic Officer  
Phone: 1-650-526-3500  
Email: frodriquez@mvwsd.org  
Fax: \_\_\_\_\_

### Shipping Information *(required for resource delivery)*

Shipping Contact: Swati Dagar  
Shipping Address: 1400 Montecito Avenue  
City, State, Zip: Mountain View, CA - 94043  
Phone: 1-650-526-3500  
Delivery Date: \_\_\_\_\_  
Delivery Times: \_\_\_\_\_

Choose one:  Do you have a Delivery Dock?  
 Do you have double doors (for pallet)?  
 Do you require inside delivery?