

Solution Tree, Inc. Purchase Agreement

Effective September 2, 2021, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and River Forest School District 90 ("Customer") located at 7776 Lake St River Forest, IL 60305 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	\$30,400.00
Total	\$30,400.00

- 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 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, except for those incurred by Katie White. All payments are due net 30 days from the actual date of invoice, except payment for Katie White's travel expenses, which is due net 15 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)	\$6,080.00	Upon execution of Agreement
Professional Development	\$24,320.00	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. Travel Arrangements and Expenses:** Customer will pay for any travel, lodging, and incidental expenses incurred by Katie White.

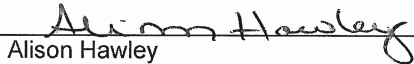
4. General Terms

- 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:



Alison Hawley
Director of Curriculum and Instruction
River Forest School District 90

Date

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

Date

Please email this Agreement to Jean Burnstine at Jean.Burnstine@SolutionTree.com or fax to 866.308.3135.

Exhibit A**Description of Professional Development Services****SERVICE 1: Customized Assessment Workshops****Dates and Proposed Associates:**

January 14, 2022: Ken Mattingly and Katie White

February 22, 2022: Ken Mattingly

June 13-14, 2022: Katie White

Estimated Number of Participants: 125

Participant Demographics:

K-8 Teachers & Coaches

Proposed Start Time: 8:00 a.m.

Proposed End Time: 3:00 p.m.

Workshop Location: 7776 Lake St
River Forest, IL 60305-1735

Cost of Service: \$30,400.00
plus travel expenses for Katie White

Description of Service:

The creation and use of effective assessment creates a culture of learning where students are engaged and invested in their own success. These customized days will focus on improving current assessment practices and deepening participants' understanding of designing and using common assessments. Participants will learn how to effectively analyze and utilize assessment data regarding systems of support and interventions.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: Allison Hawley
Title: Director of Curriculum and Instruction
Phone: 708-771-8282
Email: hawleya@district90.org
Cell #: _____
Fax: _____

Who will receive and pay the invoices?

Contact: Same as above
Title: _____
Phone: _____
Email: _____
Fax: _____

Shipping Information (required for resource delivery)

Shipping Contact: Allison Hawley
Shipping Address: 7776 Lake Street
City, State, Zip: River Forest, IL 60305
Phone: 708-771-8282
Delivery Date: _____
Delivery Times: 8:30-4:30 pm
Choose one: ☐ Do you have a Delivery Dock?
☐ Do you have double doors (for pallet)? N/A
☐ Do you require inside delivery?