

**Solution Tree, Inc.
Purchase Agreement**

Effective June 24, 2020, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and El Camino Real Academy ("Customer") located at PO Box 25704 Albuquerque, NM 87105 agree as follows:

- 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
Virtual Professional Development	\$16,500.00
Total	\$16,500.00

- 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"). 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)	\$0.00	Waived
Presentation Materials Early Access	\$2,000.00	Upon execution of Agreement
Virtual Professional Development	\$14,500.00	July 24, 2020

used & paid in June 2020

September 25, 2020

- Virtual Professional Development**

- 3.1. Description of Services:** Solution Tree agrees to provide a speaker, Sharoky Hollie ("Associate"), to disseminate information via Zoom for Customer on the topic of *Culturally and Linguistically Responsive Instruction* on ~~July 24, 2020~~. September 25, 2020

- 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. Associate will provide Customer access to pre-recorded, Associate-owned videos for up to 30 days.

- 3.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions. If Customer's equipment fails during the services, Customer will still be liable for the full amount.

- 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.

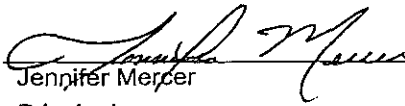
4.2. Force Majeure: If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

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. Virtual Professional Development: If Customer cancels any Virtual 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 make a good faith effort to reschedule the Virtual Professional Development Services.

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:


Jennifer Mercer
Principal
Santa Fe Public School- El Camino Real Academy

7/27/20
Date

Ali Cummins
Director of Professional Development
Solution Tree, Inc.

Date

Please email this Agreement to Craig Nixon at Craig.Nixon@SolutionTree.com or fax to 866.308.3135.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: Jennifer Mercer
Title: Executive Director
Phone: 505-401-4530 school 505-314-2212
Email: jennifer.mercer@ecr charter.org
Cell #: see above
Fax: 505-314-2216

Who will receive and pay the invoices?

Contact: Mary Saafeld
Title: Business Manager
Phone: 505-314-2212
Email: busmgr@ecr charter.org
Fax: 505-314-2216