



Solution Tree Purchase Agreement

Effective as of the last date of signature below, Solution Tree Inc. (“Solution Tree”), located at 555 N. Morton St., Bloomington, IN 47404, and Oldham County High School (“Customer”), located at 1150 N Highway 393, La Grange, KY 40031 agree as follows:

1. **Purchase Summary:** Customer will purchase and Solution Tree will provide the products and services described below. Customer will provide Solution Tree with a purchase order for the full amount due under this Agreement, including any applicable taxes. All payments will be due net 30 days from actual date of invoice with all past due invoices subject to monthly finance charges as allowed by law.

Description	Payment	Expected Invoice Date
Professional Development Services (Non-refundable 20% Deposit)	\$ 2,840.00	Upon execution of Agreement
Professional Development Services (Remainder)	\$11,360.00	Incrementally after each date
Total	\$14,200.00	

2. **Professional Development Services:** Solution Tree agrees to provide a presenter, Josh Ray, to disseminate information for Customer on the topic of *Professional Learning Communities at Work®* on July 20, 2026 and October 26, 2026. Except for any pre-printed binders or other materials Solution Tree provides, Customer will reproduce any handouts and other print materials related to the services. Customer will provide a venue, audio/video equipment, and technical support capable of receiving and displaying all onsite or virtual sessions.

3. General Terms

- 3.1. **Intellectual Property:** Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.
- 3.2. **Authorization:** Customer warrants that it has gone through all required approval and procurement processes related to a purchase of this size and that Customer’s signatory has the authority to bind Customer to the terms of this Agreement.
- 3.3. **Force Majeure:** If an event beyond the parties’ control makes performance impossible, illegal, or commercially impracticable by preventing services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products. If performance is prevented entirely, neither party will have any further liability to the other party for the prevented performance. All unaffected obligations will remain in place.



3.4. Termination: Solution Tree may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date. If Customer seeks to cancel any services within 90 days of the scheduled date for any reason but Force Majeure and Solution Tree agrees to such cancellation, 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.

3.5. Entire Agreement: This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in 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:

By: Claudette Z. Herald 5/1/26_ By: _____
Name: _____ Date _____ Date _____
Title: _____
Entity: Oldham County High School