

Creative Leadership Solutions Purchasing Agreement

Creative Leadership Solutions, LLC (“CLS”) located at 100 Beacon Street, Boston, Massachusetts and Azusa Unified School District (“Customer”) located at 546 S Citrus Ave, Azusa, CA 91702 agrees as follows:

Created October 27, 2021

1. Product Summary

- 1.1. Products:** Customer shall purchase the following CLS products and services (“Products”). Any additional Products may be added to this Agreement by a written Addendum signed by both parties.

Product:		Amount
Service	CLS Implementation Support	Costs
Action Research Task Force	Five (5) days of on-site professional learning, plus hotline support for all participants during the 21-22 SY	\$37,800
		Total Costs: \$37,800*
	These costs are all-inclusive of all travel, lodging and other expenses	

2. Professional Development Services

Description of Services: CLS agrees to provide on-site professional learning and coaching for the above services. Exact dates and times will be determined between the district and CLS associate.

- 2.1. Reproducibles:** Customer is responsible for the reproduction of all handouts and other print materials related to the services, and Customer will notify the Associate directly of any deadlines for reproduction.
- 2.2. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment and technical support for all sessions.
- 2.3. Recording of Presentation:** All audio, video, and digital recording of the services is prohibited.
- 2.4. Rescheduling:** If events beyond the parties’ control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Professional Development Services.

3. Payment Terms

- 3.1. Invoicing and Purchase Orders:** CLS will invoice the Customer based on the following schedule:

Description	Payment	Expected Invoice Date
Professional Learning Deposit	\$18,900	Upon receipt of signed agreement
Professional Learning Balance	\$18,900	March 1, 2022

4. General Terms

- 4.1. Intellectual Property:** Customer acknowledges that CLS or Associate own 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. CLS shall 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 CLS.
- 4.2. Termination:** CLS may terminate this Agreement if CLS has not received a purchase order within 30 days of the effective date of this Agreement.
- 4.2.1. Cancellation:** If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reasons but Force Majeure, Customer shall reimburse CLS for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.
- 4.3. Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform shall not have any liability to the other party for the prevented performance. All obligations unaffected by such an event shall remain in place.
- 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 shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver or any provision of this Agreement or of any subsequent default or breach of the same or a different kind.
- 4.5. Offer Valid:** The pricing set forth in this Agreement shall be valid for 14 days from the effective date listed above.

This Agreement is acknowledged and accepted by Customer and CLS:

_____	_____	<i>Lauren Mahoney</i>	10-27-2021
	Date		Date
Dayna Mitchell, Ed.D. Assistant Superintendent, Ed.Services		Creative Leadership Solutions	

Please scan and email this agreement to: Creative Leadership Solutions,
Service@CreativeLeadership.net

CONTACT INFORMATION

Please provide the following information:

Who will be the contact person for the work?

Contact: Dayna Mitchell, Ed. D.
Title: Assistant Superintendent, Educational Services
Phone: (626) 858-6182
E-mail: dmitchell@azusa.org
Fax: _____

Who will receive and pay the invoices?

Contact: Ana Zara
Title: Accounts Payable
Phone: (626) 858-4236
E-mail: azara@azusa.org
Fax: _____