

**Solution Tree, Inc.  
Purchase Agreement**

Effective April 26, 2017 Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Sylvan Union School District ("Customer") located at 605 Sylvan Avenue, Modesto, CA 95350 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
Onsite Professional Development	\$ 338,000.00
<b>Total</b>	<b>\$ 338,000.00</b>

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 Onsite Professional Development amount 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:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$ 67,600.00	Upon execution of Agreement
Onsite Professional Development	\$ 270,400.00	Incrementally after each date

3. **Onsite Professional Development**

- 3.1. **Description of Services:** Solution Tree will provide a speakers ("Associates") to perform the onsite 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.

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. Onsite Professional Development:** If Customer cancels any Onsite 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 Onsite 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:

\_\_\_\_\_  
Debra Hendricks  
Superintendent  
Sylvan Union School District

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Please email this Agreement to John Kim at [John.Kim@SolutionTree.com](mailto:John.Kim@SolutionTree.com) or fax to 812.961.4696.

## Exhibit A

## Description of Onsite Professional Development Services

**SERVICE 1: RTI at Work™ Onsite Coaching (13 schools, 4 days per school)****Date(s):** TBD through out the 2017-2018 school year**Schools:**

All 13 Sylvan Union schools

C.F. Brown Elementary	Sherwood Elementary	Daniel J. Savage Middle
Crossroad Elementary	Standiford Elementary	Elizabeth Ustach Middle
Freedom Elementary	Stockard Coffee Elementary	Somerset Middle
Mary Ann Sanders Elementary	Sylvan Elementary	
Orchard Elementary	Woodrow Elementary	

**Proposed Associate(s):** TBD**Estimated Number of Participants:** Varies**Participant Demographics:** K-8  
teachers and school administrators**Proposed Start Time:** 8:00am**Proposed End Time:** 3:00pm**Cost of Service:** \$338,000.00 (\$6,500.00 per day per associate)**Description of Service:**

Onsite school coaching provides site-based support and coaching for both the administration and teacher teams as they implement the RTI at Work™ model. This expert guidance ensures that teachers and teams attain the desired products of collaborative teams and focus their work on ensuring support at all levels. Additionally, the coach will meet with the school's guiding coalition and principal to offer support and clarity for supporting a school-wide RTI structure. Each visit will focus on work from the previous meeting and provide differentiated professional development within the team structure.

Expected outcomes may include but are not limited to the following:

- Implement RTI at Work™ within the framework of a high-functioning PLC at Work™
- Review structures that support successful RTI programs
- Use of Common Formative Assessment to drive Intervention
- Strategies and practices to support all learners

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**CONTACT INFORMATION**

Please provide the following information.

Who will be the contact person for this work?

Contact: Laura Granger  
Title: Director, Professional Learning  
Phone: (209) 574-5000 ext. 251  
Email: lgranger@sylvan.k12.ca.us  
Cell #: [REDACTED]  
Fax: (209) 524-2672

Who will receive and pay the invoices?

Contact: Cheryl Phan  
Title: Director, Fiscal Services  
Phone: (209) 574-5000 ext. 213  
Email: cphan@sylvan.k12.ca.us  
Fax: (209) 524-2672

Shipping Information (required for resource delivery)

Shipping Contact: Laura Granger  
Shipping Address: 605 Sylvan Ave.  
City, State, Zip: Modesto, CA 95355  
Phone: (209) 574-5000 ext. 251  
Delivery Date: TBD  
Delivery Times: 7:30 AM - 4:30 PM  
 Do you have a Delivery Dock?  
Choose one:  Do you have double doors (for pallet)?  
 Do you require inside delivery?