

**Solution Tree, Inc.
Purchase Agreement**

Effective May 18, 2018, 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 95355 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	\$162,500.00
Total	\$162,500.00

- 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 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)	\$32,500.00	Upon execution of Agreement
July Session	\$ 5,200.00	July 27, 2018
August Sessions	\$10,400.00	August 16, 2018
September Sessions	\$20,800.00	September 4, 2018
October Sessions	\$10,400.00	October 2, 2018
November Sessions	\$15,600.00	November 1, 2018
January Sessions	\$20,800.00	January 16, 2019
February Sessions	\$31,200.00	February 5, 2019
March Sessions	\$10,400.00	March 5, 2019
April Session	\$ 5,200.00	April 4, 2019

3. Onsite Professional Development

- 3.1. Description of Services:** Solution Tree will provide a speaker ("Associate") 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.

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:

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 or fax to 866.308.3135.

Exhibit A**Description of Onsite Professional Development Services****SERVICE 1: RTI at Work™ Onsite Coaching (25 days)****Dates, Schools and proposed Associates:**

Dennis King	Savage Middle S, Ustach MS, Somerset MS	July 27, 2018; August 16-17, October 2-3, 2018, November 27-28, 2018, February 5-6, 2019; April 4, 2019
Kim Bailey	Woodrow ES, Freedom ES	September 18, 2018; March 5-6, 2019
Paula Rogers	Sylvan ES, Orchard ES	September 25, 2018, January 29-30, 2019
Garrick Peterson	CF Brown ES, Sherwood ES, Sanders ES, Standiford ES	September 4, 2018, November 1, 2018, January 16-17, 2019, February 19-20, 2019
David LaRose	Coffee ES, Crossroads ES	September 6, 2018, February 12-13, 2019

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:** \$162,500.00 (\$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

These onsite days will be shared by the designated schools. The specific agenda for the days will be determined collaboratively between the district and associates to fit into the standard 8:00 am to 3:00 pm timeframe for an onsite day.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: _____
Title: _____
Phone: _____
Email: _____
Cell #: _____
Fax: _____

Who will receive and pay the invoices?

Contact: _____
Title: _____
Phone: _____
Email: _____
Fax: _____