



Solution Tree Purchasing Agreement

Effective September 7, 2016, Solution Tree, Inc. (“Solution Tree”) located at 555 N. Morton St., Bloomington, IN 47404 and Elk Grove Unified School District (“Customer”) located at 9510 Elk Grove Florin Road., Elk Grove CA 95624, agree as follows:

1. Product Summary

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

Product	Amount
Professional Development Services	\$1,719,250.00
Total	\$1,719,250.00

2. Professional Development Services

2.1. Description of Services: Solution Tree agrees to provide the services described in Exhibit A—Description of Services.

2.2. 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.

2.3. Recording of Presentation: All audio, video, and digital recording of the services is prohibited.

2.4. Cancellation: If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer shall reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.

2.5. 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: Upon execution of this Agreement, CUSTOMER WILL PROVIDE SOLUTION TREE WITH A PURCHASE ORDER FOR THE FULL AMOUNT DUE UNDER THIS AGREEMENT. Solution Tree will invoice Customer off of this purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$ 343,850.00	Upon execution of contract
2016-2017 services	\$1,375,400.00	Incrementally after each date during month of service



3.1.1.The total includes all travel, lodging, and other incidental expenses. All payment terms are net 30 days from the actual date of invoice. All late payments are subject to a finance charge of 1.5% monthly. Please make purchase order(s) out to: Solution Tree, 555 North Morton Street, Bloomington IN 47404.

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 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 Solution Tree.
- 4.2. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order within 30 days of the effective date of this Agreement.
- 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 of 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 Solution Tree:

_____ Shannon Hayes Chief Financial Officer Elk Grove Unified School District	_____ Date	_____ Shannon Ritz Director of Professional Development Solution Tree, Inc.	_____ Date
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Please fax or email this agreement to: Steve Kinkeade
Fax: 866-308-3135
Email: steve.kinkeade@SolutionTree.com



Exhibit A

Description of Services

Service 1: Professional Learning Communities at Work™ District Office Administration Training

Date(s): To be determined by District Leadership

Associate(s): Dennis King

Estimated Number of Participants: TBD

Participant Demographics: K-12
Administrative Leadership Team

Proposed Start Time: 1:00pm

Proposed End Time: 4:00pm

Workshop Location: Elk Grove, CA

Cost of Service: \$9,750.00
(\$3,250.00 per half-day, all inclusive)

Description of Service:

Customized district administration leadership team training from Solution Tree that will support the PLC at Work™ process with a priority focus on the following:

- Common Vocabulary
 - Identify District Outcomes for Schools
 - District to School Alignment
 - School Improvement Plans
 - District to School Goals
 - Team Products
 - Team Configuration and Alignment
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Service 2: Professional Learning Communities at Work™ District Office Support Team: Building Capacity with Coaches

Associates/Date/(s):

Dennis King: September 23, 2016

Dennis King: October 21, 2016

Mona Toncheff: November 18, 2016

Dennis King: January 27, 2017

Estimated Number of Participants: TBD

Participant Demographics: K-12 Coaches

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Workshop Location: Elk Grove, CA

Cost of Service: \$26,000.00
(\$6,500.00 per day, all inclusive)

Description of Service:

Customized district support team training from Solution Tree that will support the PLC at Work™ process with a priority focus on the following:

- Common PLC Vocabulary
 - School Culture
 - Collaboration
 - Team Protocols
 - Team Products
 - Formative Assessment
 - Interventions
 - Learning Targets
 - Capacity Building – Leadership for effective implementation
 - Team Alignment and Configuration
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Service 3: Professional Learning Communities at Work™ Principal and Assistant Principal Training

Associates/Date(s):

Chris Jakicic: October 25, 2016

Chris Jakicic: January 24, 2017

Dennis King: April 25, 2017

Estimated Number of Participants: TBD

Participant Demographics: K-12 Principals and Assistant Principals

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Workshop Location: Elk Grove, CA

Cost of Service: \$19,500.00
(\$6,500.00 per day, all inclusive)

Description of Service:

Customized Principal and Assistant Principal training from Solution Tree that will support the PLC at Work™ process with a priority focus on the following:

- Leadership in a PLC
 - Establishing a Guiding Coalition for 2016-2017
 - Collaboration – Outcomes for 2016-2017
 - Team Configuration/Alignment
 - Team Protocols
 - Team SMART Goals
 - Team Products for 2016/2017 (Unpacking Standards, Common Formative Assessments, Tier 1 and Tier 2 interventions)
 - Aligned School Improvement Plan

* Each full training day will be split between Elementary and Secondary Principals



Service 4: Professional Learning Communities at Work™ Onsite Coaching (64 schools, 4 days per school)

Date(s): To be scheduled by August 31, 2016 – to occur throughout the 2016-2017 school year

Schools:

All 64 Elk Grove Unified schools

Edna Batey Elementary	Roy Herburger Elementary	Franklin Elementary
Sunrise Elementary	John Ehrhardt Elementary	Mary Tsukamoto Elementary
Arthur C. Butler Elementary	Robert J. Fite Elementary	Elliott Ranch Elementary
Prairie Elementary	Herman Leimbach Elementary	Marion Mix Elementary
Carroll Elementary	Union House Elementary	Florence Markofer Elementary
Elitha Donner Elementary	Charles Mack Elementary	Sierra Enterprise Elementary
Joseph Sims Elementary	B.C. Morse Elementary	Arnold Adreani Elementary
Stone Lake Elementary	John Reith Elementary	Cosumnes River Elementary
Isabelle Jackson Elementary	Kirchgater Elementary	Elk Grove Elementary
David Reese Elementary	Samuel Kennedy Elementary	Feickert Elementary
Foulks Ranch Elementary	Florin Elementary	James McKee Elementary
Arlene Hein Elementary	Beitzel Elementary	Pleasant Grove Elementary
Irene B. West Elementary	Helen Carr Castello Elementary	Harris Middle
Raymond Case Elementary	C.W. Dillard Elementary	Kerr Middle
Rutter Middle	Jackman Middle	Pinkerton Middle
Eddy Middle	Smedberg Middle	Florin High
Johnson Middle	Albiani Middle	Pleasant Grove High
Cosumnes Oaks High	Elk Grove High	Valley High
Laguna Creek High	Monterey Trail High	Elk Grove Charter Alternative
Sheldon High	Franklin High	Jessie Baker Alternative
Calvine Alternative	Daylor Alternative	Las Flores Alternative
Rio Cazadero Alternative		

Associates: TBD

Estimated Number of Participants: varies

Participant Demographics: K-12 teachers and school administrators

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Cost of Service: \$1,664,000.00 (\$6,500.00 per day, all inclusive)



Description of Service:

Onsite school coaching provides site-based support and coaching for both the administration and teacher teams. This expert guidance ensures that teachers and teams attain the desired products of collaborative teams and allows teachers to remain focused on the development of products and use of these products to support student learning. Additionally, the coach would meet with the school's guiding coalition and principal to offer support and clarity for successful teams. Each visit would 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:

- School Culture (Focus on Learning)
 - SMART Goal Alignment
 - Team Protocols
 - Creation of Vision and Collective Commitments to support the PLC process
 - Common Formative Assessment:
 - Tier 2 – School Interventions
 - Aligned School Improvement Plan
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CONTACT INFORMATION

Please provide the following information:

Who will be the contact person for the work?

Contact: _____
Title: _____
Phone: _____
E-mail: _____
Cell #: _____
Fax: _____

Who will receive and pay the invoices?

Contact: _____
Title: _____
Phone: _____
E-mail: _____
Fax: _____