



## 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	\$338,000.00
Total	<b>\$338,000.00</b>

### 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)	\$ 67,600.00	Upon execution of contract
2016-2017 services	\$270,400.00	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](mailto:steve.kinkeade@SolutionTree.com)



## Exhibit A

### Description of Services

**Service 4:** Professional Learning Communities at Work™ Onsite Coaching (4 days per school, 13 schools)

**Date(s):** 52 days across the 2016-2017 school year  
Dates and Coaches to be scheduled by August 31, 2016

**Schools/Proposed Associate(s):**  
All 13 Elk Grove Unified Title I schools

Prairie Elementary	Herman Leimbach Elementary	Mary Tsukamoto Elementary
Isabelle Jackson Elementary	Union House Elementary	Samuel Kennedy Elementary
David Reese Elementary	Charles Mack Elementary	Sierra Enterprise Elementary
Florin Elementary	B.C. Morse Elementary	John Reith Elementary
Kirchgater Elementary		

**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:** \$338,000.00 (\$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 will meet with the school's guiding coalition and principal to offer support and clarity for successful teams. 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:

- 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



## 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: \_\_\_\_\_