

**Solution Tree, Inc.  
Purchase Agreement**

Effective July 30, 2018, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Campbell County School District 1, Hillcrest ES ("Customer") located at 1500 Butler Spaeth Rd Gillette, WY 82716 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.

<b>Products and Services</b>	<b>Total</b>
Onsite Professional Development	\$52,000.00
<b>Total</b>	\$52,000.00

- 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:

<b>Description</b>	<b>Payment</b>	<b>Expected Invoice Date</b>
20% Deposit (non-refundable)	\$10,400.00	Upon execution of Agreement
September Session	\$ 5,200.00	September 14, 2018
October Session	\$10,400.00	October 22, 2018
January Session	\$10,400.00	January 28, 2019
April Session	\$ 5,200.00	April 23, 2019
May Session	\$10,400.00	May 2, 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:

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Brad Gregorich  
Principal Hillcrest Elementary School  
Campbell County School District 1

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Date

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

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Date

Please email this Agreement to Tammy Druckemiller at [Tammy.Druckemiller@SolutionTree.com](mailto:Tammy.Druckemiller@SolutionTree.com) or fax to 866.308.3135.

**Exhibit A****Description of Onsite Professional Development Services****SERVICE 1: PLC at Work® Needs Assessment****Date(s):** September 14, 2018**Proposed Associate(s):** Janel Keating**Estimated Number of Participants:** 15**Participant Demographics:**

Leadership, teachers

**Proposed Start Time:** 8:00 AM**Proposed End Time:** 3:00 PM**Workshop Location:** Hillcrest Elementary**Cost of Service:** \$6,500.00**Description of Service:**

The Needs Assessment will be conducted at the school site by the Associate. The Needs Assessment will draw on selected PLC at Work continuums to determine the level of implementation of PLC practices identified as critical in the PLC process. It is comprised of onsite focus groups and observations to obtain information and gather input to be used as baseline for a customized PLC implementation plan for the school.

**SERVICE 2: PLC at Work® Embedded Coaching****Date(s):** October 22-23, 2018; January 28-29, 2019; April 23, 2019; May 2-3, 2019**Proposed Associate(s):** Janel Keating**Estimated Number of Participants:** 25**Participant Demographics:**

Leadership, teachers

**Proposed Start Time:** 8:00 AM**Proposed End Time:** 3:00 PM**Workshop Location:** Hillcrest Elementary**Cost of Service:** \$45,500.00**Description of Service:**

These coaching sessions will build on the findings of the PLC at Work Needs Assessment. The coaching days may include sessions with the principal, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with staff at the school. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:

- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention
- Mathematics
- Literacy
- School Culture

**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: \_\_\_\_\_

**Shipping Information (required for resource delivery)**

Shipping Contact: \_\_\_\_\_  
Shipping Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Delivery Date: \_\_\_\_\_  
Delivery Times: \_\_\_\_\_  
 Do you have a Delivery Dock?  
Choose one:  Do you have double doors (for pallet)?  
 Do you require inside delivery?