

**Solution Tree, Inc.  
Purchase Agreement**

Effective June 16, 2020, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Fort Smith Public Schools ("Customer") located at 3205 Jenny Lind Road, Fort Smith, AR US 72901 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
Professional Development Services	\$284,900.00
<b>Total</b>	<b>\$284,900.00</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 refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total amount paid for Professional Development under this Agreement shall be inclusive of any/all travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. Solution Tree will invoice Customer off of the purchase order based on the following schedule, as services occur:

Description	Payment	Expected Invoice Date
20% Deposit (refundable)	\$56,980.00	Upon execution of Agreement
August Sessions	\$ 5,200.00	August 18, 2020
September Sessions	\$54,140.00	September 8, 2020
October Sessions	\$74,940.00	October 5, 2020
November Sessions	\$23,900.00	November 3, 2020
January Sessions	\$69,740.00	January 5, 2021

**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. Customer may terminate this Agreement at any time for any reason, and at that time shall be excused from further payment hereunder and further shall be entitled to a pro rata refund of any unused deposit.
- 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:

\_\_\_\_\_  
Martin Mahan  
Assistant Superintendent  
Fort Smith Public Schools

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

## Exhibit A

### Description of Onsite Professional Development Services

#### SERVICE 1: Professional Learning Communities at Work® Embedded Coaching (21 days)

##### Dates and Associates:

September 8, 2020	Bonneville	Casey Ahner		January 19, 2020 (AM)	Bonneville	Casey Ahner
September 9, 2020	Euper Lane	Casey Ahner		January 19, 2020 (PM)	Euper Lane	Casey Ahner
September 15, 2020	Tilles	David Jones		January 20, 2020 (AM)	Tilles	David Jones
September 16, 2020	Sunnymeade	David Jones		January 20, 2020 (PM)	Sunnymeade	David Jones
September 17, 2020	Beard	Casey Ahner		January 21, 2020 (AM)	Sutton	Casey Ahner
September 18, 2020	Barling	Casey Ahner		January 21, 2020 (PM)	Barling	Casey Ahner
September 23, 2020	Cook	Will Remmert		January 26, 2020 (AM)	Cook	Will Remmert
September 24, 2020	Trusty	Will Remmert		January 26, 2020 (PM)	Trusty	Will Remmert
September 29, 2020	Sutton	Casey Ahner		January 27, 2020 (AM)	Beard	Casey Ahner
September 30, 2020	Woods	Casey Ahner		January 27, 2020 (PM)	Woods	Casey Ahner
October 5, 2020	Belle Point	Paul Farmer		January 28, 2020 (AM)	Cavanaugh	Paul Farmer
October 6, 2020	Southside	Paul Farmer		January 28, 2020 (PM)	Southside	Paul Farmer
October 7, 2020	Chaffin	Paul Farmer		January 29, 2020 (AM)	Chaffin	Paul Farmer
October 8, 2020	Cavanaugh	Paul Farmer		January 29, 2020 (PM)	Belle Point	Paul Farmer

**Estimated Number of Participants:** varies

**Participant Demographics:** teachers and administrators

**Proposed Start Time:** 8:00 am

**Proposed End Time:** 3:00 pm

**Workshop Location:** varies

**Cost of Service:** \$136,500.00  
(\$6,500.00 per day including travel)

**Description of Service:**

These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work®, as well as begin a focus on best practices in assessment and instruction. 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:

- PLC at Work®
- 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

## **SERVICE 2: Customized Assessment Workshops (12 days)**

### **Dates and Associates:**

October 6-7, 2020 – Garnet Hillman  
October 13-14, 2020 – Kim Bailey  
October 20-21, 2020 – Garnet Hillman  
October 27-28, 2020 – Kim Bailey  
November 3-4, 2020 – Cassandra Erkens  
November 10-11, 2020 – Cassandra Erkens

**Estimated Number of Participants:** varies

**Participant Demographics:** teachers and administrators

**Proposed Start Time:** 8:00 am

**Proposed End Time:** 3:00 pm

**Workshop Location:** varies

**Cost of Service:** \$79,200.00 (\$6,500.00 for Garnet Hillman and Kim Bailey and \$6,800.00 for Cassandra Erkens per day including travel)

### **Description of Service:**

The creation and use of effective assessments creates a culture of learning where students are engaged and invested in their own success. These customized days will focus on improving current assessment practices and deepening participants' understanding of designing and using common assessments. Participants will learn how to effectively analyze and utilize assessment data in regards to systems of support and interventions.

**SERVICE 3: Professional Learning Communities at Work® Customized Leadership Workshops (6 days)****Dates and Associate:**

January 5-6, 12-13, and 19-20, 2020 – Tim Brown

**Estimated Number of Participants:** varies

**Participant Demographics:** teachers and administrators

**Proposed Start Time:** 8:00 am

**Proposed End Time:** 3:00 pm

**Workshop Location:** varies

**Cost of Service:** \$39,000.00 (\$6,500.00 per day including travel)

**Description of Service:**

The PLC at Work® associate will work with school and district leadership to customize these onsite sessions based on the participants' current PLC at Work® reality. The sessions will focus on deepening leadership understanding of the PLC at Work® processes and addressing critical next steps to further their PLC at Work® implementation. Each day will build on previous trainings and strategies provided.

**SERVICE 4: Customized Professional Learning Communities at Work® Workshop (1 day)****Dates and Associate:**

August 18, 2020 – Kim Bailey

**Estimated Number of Participants:** varies

**Participant Demographics:** teachers and administrators

**Proposed Start Time:** 8:00 am

**Proposed End Time:** 3:00 pm

**Workshop Location:** varies

**Cost of Service:** \$6,500.00 per day including travel

**Description of Service:**

This one day of customized professional development will focus developing strategies to monitor and sustain the PLC effort. The exact activities will be determined by Associate in collaboration with Fort Smith leadership and may include training on conducting site observations, key topics to discuss with team leaders as well as other topics.

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