



Letter of Agreement

Effective August 26, 2014, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Jefferson County Public Schools ("Customer") located at 3332 Newburg Road, Louisville, KY 40218 agree as follows:

1. Products

1.1. Products: Customer shall purchase the following Event Registrations ("Products"). Any additional Products may be added to this Agreement by a written Addendum signed by both parties.

Quantity	Product	Amount	Total
800	Professional Learning Communities at Work™ Institute July 14-16, 2015 Louisville, KY	\$569.00	\$455,200.00

1.2. Invoicing and Purchase Orders: Customer will provide Solution Tree with a purchase order upon execution of this Agreement for the full amount due under this Agreement. Solution Tree will invoice Customer based on the following schedule:

Description	Payment	Expected Invoice Date
800 Event Registrations	\$455,200.00	July 16, 2015

1.2.1. All payment terms are net 30 days from the actual date of invoice. Please make purchase order(s) out to: Solution Tree, 555 North Morton Street, Bloomington IN 47404.

2. Event Registrations

2.1. Event Registrations: Customer will purchase Event Registrations for the individuals listed on the Multiple Registration Form (attached hereto as Exhibit A) for the July 14-16, 2015 Louisville PLC at Work Institute ("Event") and return to Solution Tree. Upon receipt of purchase order, Solution Tree will process all of the Event Registrations as TBD. Completed Multiple Registration Form is due to Solution Tree May 15, 2015, and any substitutions after submission will be handled according to Paragraph 2.2, below. Event attendance is contingent upon Customer providing Solution Tree with purchase order or full payment.

2.2. Substitutions: All substitutions must be submitted in writing via fax (812.336.7790) or email (registration@solution-tree.com).

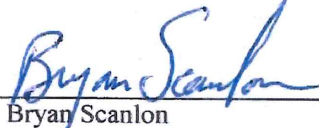
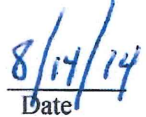
2.3. NO CANCELATIONS: CUSTOMER UNDERSTANDS THAT NO CANCELATIONS OR REFUNDS ARE AVAILABLE AND THEY ARE RESPONSIBLE FOR 100% OF THE ABOVE PAYMENT REGARDLESS OF HOW MANY PARTICIPANTS ATTEND THE EVENT.



3. General Terms

- 3.1. Intellectual Property:** Customer acknowledges that Solution Tree or Solution Tree's subcontractors own the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the 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.
- 3.2. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received purchase orders total full amount due by September 5, 2014.
- 3.3. Force Majeure:** If events beyond the parties control, such as acts of God, disaster, war, curtailment, or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which make it impossible to perform under this Agreement, then Solution Tree agrees to offer services at a later date, provided such can be rescheduled with Customer. Solution Tree shall have an affirmative duty to notify Customer immediately of any circumstance or event that will prevent Solution Tree from performing under this Agreement.
- 3.4. 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.
- 3.5. Offer Valid:** The offer set forth in this Agreement shall be open through August 26, 2014.

This letter of agreement is acknowledged and accepted by Customer and Solution Tree:

_____	_____		
Dr. Donna Hargens	Date	Bryan Scanlon	Date
Superintendent		Vice President	
Jefferson County Public Schools		Solution Tree, Inc.	

Please fax or email this agreement to: Stacy Moore – Director of Educational Partnerships
Fax: 812-961-4696
Email: salessupport@solution-tree.com



Who will receive and pay the invoices?

Contact: **Karen Branham (Secretary -Ella Brazley)**
Title: **Assistant Superintendent for Curriculum and Instruction**
Address: **4425 Preston Highway**
City, State **Louisville, KY 40213**
Phone: **502-485-3051**
Karen.branham@jefferson.kyschools.us or
E-mail: ella.brazley@jefferson.kyschools.us
Fax: **502-485-6545**

Who will be the contact person for registration questions?

Contact: **Karen Branham (Secretary -Ella Brazley)**
Title: **Assistant Superintendent for Curriculum and Instruction**
Phone: **502-485-3051**
Mobile: **502-594-1698**
Karen.branham@jefferson.kyschools.us or
E-mail: ella.brazley@jefferson.kyschools.us
Fax: **502-485-6545**