




Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

TO: Mr. Keith Davis, Superintendent

FROM: Adrienne Usher, Assistant Superintendent for Student Learning 

RE: Solution Tree Memorandum of Agreement

DATE: May 23, 2018

The attached MOA is between Solution Tree and Bullitt County Public Schools. During the 2017-2018 school year, BCPS contracted with Solution Tree to provide training for all administrators and collaborative teacher teams at specific school sites, within the district, to refine implementation of the PLC process. Over the course of the 2017-2018 school year, our administrators and teachers had the great opportunity to work with award-winning staff at Fern Creek High School which is recognized as a Solution Tree PLC Model school. Based on this work and training, we are continuing to adjust our PLC process to a more teacher-led process that strictly focuses on the DuFour questions which guarantee a viable curriculum for ALL students while monitoring student mastery and implementing individualized support systems for students based on data. In addition, it is necessary to ensure we have district and school level systems in place to provide adequate training to our administrators and instructional coaches. This training will provide necessary support to our teachers in the implementation of the authentic professional learning community process in collaborative teams.

Based on feedback from principals and review of school level professional development plans, continuation in this work is necessary to ensure all instructional leaders feel equipped to train and support staff. The added changes in administration at several schools for the 2018-2019 school year also requires a continuation of training to calibrate principals and their understanding of the PLC process across their district. The 2018-2019 agreement will provide principals with focus training on increasing teacher leadership, creating a system for succession of teacher leaders to facilitate professional learning communities and assist with creating a learning continuum of progress for effective implementation along with monitoring tools. In addition, instructional coaches will be trained to be the lead, at their assigned school and the district level, to train/coach PLC facilitators (teachers) initially and provide on-going training/support to each facilitator. Also, teachers will be involved in training as well by providing tools and resources to use during collaborative team time that are focused on the implementation and monitoring of the four DuFour questions for student achievement. This contract also provides all of our schools with access to Solution Tree's Global PD which is on-demand professional learning to be used by all staff.

The total cost of all Solution Tree services is \$74,450 which is budgeted for the 2018-2019 school year. The Student Learning budget will cover \$50,000 and Title II funds will cover the remaining \$24,450. Board approval requested for the MOA between Solution Tree and Bullitt County Public Schools for the 2018-2019 school year.

Equal Education and Employment Institution



Solution Tree, Inc.
Purchase Agreement

Effective May 25, 2018, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Bullitt County Public Schools ("Customer") located at 1040 Highway 44 E Shepherdsville, KY US 40165 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
Onsite Professional Development	\$65,000.00
Global PD	\$ 9,450.00
Total	\$74,450.00

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 plus any applicable taxes 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:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$14,890.00	Upon execution of Agreement
Global PD Subscription	\$ 7,560.00	Upon completion of setup
Onsite Professional Development	\$ 5,200.00	August 30, 2018
Onsite Professional Development	\$ 5,200.00	September 13, 2018
Onsite Professional Development	\$ 5,200.00	October 18, 2018
Onsite Professional Development	\$10,400.00	December 6, 2018
Onsite Professional Development	\$ 5,200.00	January 31, 2019
Onsite Professional Development	\$ 5,200.00	February 28, 2019
Onsite Professional Development	\$ 5,200.00	March 14, 2019
Onsite Professional Development	\$ 5,200.00	April 18, 2019
Onsite Professional Development	\$ 5,200.00	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.

- a. All PLC Coaching Academy handouts and print materials are included in the total cost and will be provided by Solution Tree.

3.3. Venue and Audio/Visual Equipment: Customer will provide a venue, audio/video equipment, and technical support for all sessions

4. **Global PD Subscription:** Solution Tree grants Customer a limited, non-exclusive, non-transferable subscription for 135 Users to access the Global PD Video Library via the website currently at <http://globalpd.com>, or by any other means on which the parties may agree, for one year beginning on the date of the first Global PD invoice (the "Subscription Term"). Customer's subscription will automatically renew for subsequent one year terms unless Customer notifies Solution Tree of its intent not to renew at least 30 days prior to the end of the then current Subscription Term. Customer will use Global PD in compliance with the Terms of Use located at <http://globalpd.com/terms-of-use> (the "Terms of Use"), which Solution Tree reserves the right to revise from time to time. In the event of a direct conflict between the terms of this Agreement and the terms of the Terms of Use, the terms of this Agreement will take precedence.

5. General Terms

5.1. 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.

5.2. 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.

5.3. 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.

5.4. 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:

Adrienne Usher
Adrienne Usher
Assistant Superintendent for Student Lea
Bullitt County Public Schools

5/29/18
Date

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

Date

Please email this Agreement to Stacey Thomas at Stacey.Thomas@SolutionTree.com or fax to 866.308.3135.

Exhibit A**Description of Onsite Professional Development Services****SERVICE 1: Sustaining Professional Development (10 Days)**

Date(s): Michelle Marrillia- August 30, 2018; October 18, 2018; December 13, 2018
Rebecca Nicolas- September 13, 2018; December 6, 2018; February 28, 2019
Nate Meyer- January 31, 2019; March 14, 2019; May 2, 2019
Jarrod Hunt- April 18, 2019

Estimated Number of Participants: TBD

Participant Demographics: K12
Teachers and Administrators

Proposed Start Time: 8:00 am

Proposed End Time: 3:00 pm

Workshop Location: TBD

Cost of Service: \$65,000.00 (\$6,500.00
per day)

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 instruction and assessment. The on-site visits will be used to make progress toward agreed upon goals and to provide coaching where needed. The coaching days may also include sessions with the principal, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with individuals 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

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: Adrienne Usher
Title: Assistant Superintendent for Student Learning
Phone: 502-869-8000
Email: adrienne.usher@bullitt.kyschools.us
Cell #: 270-925-3528
Fax: 502-543-3608

Who will receive and pay the invoices?

Contact: Kim Lee
Title: Administrative Assistant
Phone: 502-869-8000
Email: Kim.lee@bullitt.kyschools.us
Fax: 502-543-3608