



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

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

To: Jesse Bacon, Superintendent *JB*

From: Adrienne Usher, Assistant Superintendent for Student Learning *AU*

Date: May 28, 2019

Re: Solution Tree Purchase Agreement, Inc.- July 2019

The district has been providing training specific to the professional learning community process to principals, instructional coaches and teachers throughout the 2017-2018 and 2018-2019 school years. This aligns with the district professional development plan along with the comprehensive district improvement plan. At principal request, the district is providing a training for new PLC Facilitators on July 22, 2019 (elementary teachers) and July 23, 2019 (middle/high teachers) with Solution Tree Facilitators. The cost of the purchase agreement is \$13,000 and will be paid for through Title II funds. The agreement has been reviewed by Buckman, Farris & Mills, Inc. Approval is requested for the purchase agreement between Solution Tree, Inc. and Bullitt County Public Schools.

Equal Education and Employment Institution

**Solution Tree, Inc.
Purchase Agreement**

Effective May 22, 2019, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Bullitt County Schools ("Customer") located at 1040 Highway 44 E, Shepherdsville, KY 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	\$13,000.00
Total	\$13,000.00

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:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$ 2,600.00	Upon execution of Agreement
Onsite Professional Development	\$10,400.00	July 22, 2019

3. **Onsite Professional Development**

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Rebecca Nicolas ("Associate"), to disseminate information for Customer on the topic of *PLC at Work®* on July 22, 2019, and Nate Meyer ("Associate"), to disseminate information for Customer on the topic of *PLC at Work®* on July 23, 2019.

- 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.

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:

A handwritten signature in dark ink, appearing to read "Adrienne Usher", written over a horizontal line.

Adrienne Usher

Assistant Superintendent for Student Lea
Bullitt County Schools

A handwritten date "5/28/19" in dark ink, written over a horizontal line.

Date

Ali Cummins

Director 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.

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 #: 8270-925-3528
Fax: 502-543-3608

Who will receive and pay the invoices?

Contact: Kim Lee
Title: Administrative Assistant
Phone: 502-869-8083
Email: Kim.lee@bullitt.kyschools.us
Fax: 502-543-3608