





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 

From: Adrienne Usher, Assistant Superintendent for Student Learning 

Date: September 21, 2020

Re: KAS Mini-Grant: Solution Tree Contract

Attached is a contract between Solution Tree and Bullitt County Public Schools to provide training by Dr. Kathy Glass on reading/writing specific to standards through the PLC process. The teachers and instructional coaches involved in the training are part of the KAS Mini-Grant our district was awarded in January 2020. This grant was specifically for teachers at Bullitt Lick Middle School and Shepherdsville Elementary as part of the continuation efforts for school improvement. The training dates will take place on October 19, 2020 and November 2, 2020 from 1:00-3:00 on both days. The Solution Tree contract of \$3500 will be paid for through KAS Mini-Grant funds as well as stipends for the teachers to participate in as well as part of the grant application requirements. In addition, specific professional texts will be purchased to go along with the training through the grant funds as well. Approval is requested for the contract between Solution Tree and Bullitt County Public Schools.

Solution Tree, Inc. Purchase Agreement

Effective September 17, 2020, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and (IWC) Bullitt County 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
Virtual Professional Development	\$3,500.00
Total	\$3,500.00

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 total amount due will be invoiced upon execution of this Agreement. 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)	\$700.00	Upon execution of Agreement
Virtual Professional Development	\$1,400.00	October 5, 2020- November 2, 2020
Virtual Professional Development	\$1,400.00	October 19, 2020

3. Virtual Professional Development

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Kathy Glass ("Associate"), to disseminate information for Customer on the topic of *Reading & Writing for English Learners* on October 5 & 19 & November 2, 2020 for 2 75-minute session.
- 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 in accordance with the technology requirements described in Exhibit A. Solution Tree may terminate this Agreement if Customer's equipment is not up to the required standard by 30 days prior to the start of the services. If Customer's equipment fails during the services, Customer will still be liable for the full amount.

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. Virtual Professional Development:** If Customer cancels any Virtual 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 Virtual 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:

Adrienne Usher
Adrienne Usher

Assistant Superintendent for Student Lea
(IWC) Bullitt County Schools

9/21/20
Date

Ali Cummins
Director of Professional Development
Solution Tree, Inc.

Date

Please email this Agreement to Cathy McClemens at Catherine.mcclemens@SolutionTree.com or fax to 866.308.3135.