

# **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

DATE:

June 23, 2021

RE:

Solution Tree Professional Learning Training

The District has been providing support and training to our instructional leadership teams at each school specific to continuously improve the professional learning community process through collaborative teams at the school level. The attached quote will provide professional development throughout the school year for our principals and instructional coaches to support continued work with implementation of the PLC process in collaborative teams aligned to our district and school improvement plans. Board approval is requested for these professional learning services. The contract will be funded through our student learning department funds and/or Title II funding as allocations become available for the 2021-2022 school year.



# Solution Tree, Inc. Purchase Agreement

Effective April 20, 2021, 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 US 40165 agree as follows:

 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 | \$26,700.00 |
| Total                    | \$26,700.00 |

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. 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) | \$5,340.00 | Upon execution of Agreement |
| Professional Development     | \$7,120.00 | September 16, 2021          |
| Professional Development     | \$7,120.00 | November 4, 2021            |
| Professional Development     | \$7,120.00 | February 17, 2022           |

#### 3. Professional Development

- **3.1. Description of Services:** Solution Tree will provide a speaker ("Associate") to perform the 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 in accordance with the technology requirements described in Exhibit B. 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. Professional Development: If Customer cancels any 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 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 Assistant Superintendent for Student Leadership Bullitt County Schools | U23/21 |
|---|--------|
| Shannon R. Ritz   | Date   |
| Vice President of Professional Development  |        |
| Solution Tree, Inc.   |        |

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



#### Exhibit A

### **Description of Professional Development Services**

SERVICE 1: PLC at Work® Customized Workshops

Dates: September 16, 2021; November 4, 2021; February 17, 2022

Proposed Associate: Nate Meyer

Estimated Number of Participants: TBD Participant Demographics: TBD

Proposed Start Time: 8:00 AM Proposed End Time: 3:00 PM

Workshop Location: TBD Cost of Service: \$19,500.00 (\$6,500.00

per session)

#### Description of Service:

The PLC at Work® associate will work with district leadership to customize these sessions based on the participants' current PLC at Work® reality. The sessions will focus on deepening participants' 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.

These days may occur virtually. Virtual days are up to six hours of support.

SERVICE 2: PLC at Work® Customized Sessions

Dates: September 17, 2021; November 5, 2021; February 18, 2022

Proposed Associate: Nate Meyer

Estimated Number of Participants: TBD Participant Demographics: TBD

Proposed Start Time: TBD Proposed End Time: TBD

Workshop Location: Virtual Cost of Service: \$7,200.00 (\$2,400.00

per session)

#### Description of Service:

The PLC at Work® associate will work with district leadership to customize these sessions based on the participants' current PLC at Work® reality. The sessions will focus on deepening participants' 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.

These sessions will occur virtually. Virtual sessions are up to two hours of support.



## CONTACT INFORMATION

Please provide the following information.

| Who will be the   | contact person for the work?  |
|-------------------|---|
| Contact: Ad       | rienne Usher  |
|                   | ant Superintendent  |
|                   | 52-869-8000   |
| Email: adv        | lenne usher as bullit. Eyschaols, us  |
| Cell #: 270       | 1-925-3528  |
| Fax:              |   |
|                   |   |
| Who will receive  | and pay the invoices?   |
| Contact:          | mLee  |
| Title: Adm        | inistrative Asst.   |
| Phone: 500        | 2-869-8000  |
| Email: Ki         | m.lee, bullitt. Kyschods, us  |
| Fax:              |   |
|                   |   |
| Shipping Inform   | ation (required for resource delivery)  |
| Shipping Contact  |   |
| Shipping Address  | 110   |
| 200 M             | NEV   |
| City, State, Zip: |   |
| Phone:            |   |
| Delivery Date:    |   |
| Delivery Times:   |   |
|                   |   |
| Choose one:       | <ul><li>Do you have a Delivery Dock?</li><li>Do you have double doors (for pallet)?</li></ul> |