

**Solution Tree, Inc.
Purchase Agreement**

Effective January 28, 2022, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Sarasota County Public Schools ("Customer") located at 1960 Landings Blvd Sarasota, FL US 34231 agrees 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
Professional Development	\$328,075.00
Project Administration	\$ 13,940.27
Resources, including shipping and handling	\$ 15,431.70
Global PD Licenses	\$ 7,000.00
Total	\$362,446.97

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"). 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)	\$ 0.00	Waived
Resources	\$ 15,431.70	Upon execution of Agreement
Global PD Subscription	\$ 7,000.00	Upon execution of Agreement
Project Administration	\$ 13,940.27	Incrementally after each date
Professional Development	\$328,075.00	Incrementally after each date

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. **Resources:** Customer will purchase the following resources. Solution Tree will ship all resources after an invoice has been generated. Solution Tree will not ship any resources without a purchase order or full payment.

Title	Quantity	Price	Total
<i>Leading PLCs at Work Districtwide</i>	20	\$ 19.17	\$ 383.40
<i>Learning by Doing 3rd Edition</i>	350	\$ 26.37	\$ 9,229.50
<i>Concise Answers to Frequently Asked Questions</i>	120	\$ 22.17	\$ 2,660.40
<i>Transforming School Culture (2nd edition)</i>	120	\$ 20.37	\$ 2,444.40
Shipping and handling	—	—	\$ 714.00
<i>*Price includes Discount</i>			
Resources Total			\$ 15,431.70

5. **Global PD Subscription:** Solution Tree grants Customer a limited, non-exclusive, non-transferable subscription for 100 Users to access the Global PD Video Library, Virtual Coaching 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.

6. General Terms

- 6.1. **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.
- 6.2. **Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:
- If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
 - If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
 - If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
 - All obligations unaffected by a Force Majeure Event will remain in place.



6.3. 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.
- b. **Resource Returns and Refunds:** Resource returns and refunds will be handled by the Return Policy outlines at <https://www.solutiontree.com/customer-service/product-orders>.

6.4. 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:

Dr. Brennan Asplen
Sarasota County Public Schools

Date

Date

Solution Tree, Inc.

Approved for Legal Content
By Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Date: February 10, 2022
Signed: MRM

Exhibit A**Description of Professional Development Services****SERVICE 1: PLC at Work® For Administrators****Proposed Associate(s) and Date(s):**

Kenneth Williams: March 9-10, 2022

Brandon Jones: March 9-10, 2022; November 9-10, 2022

Regina Owens: September 14-15, 2022; October 12-13, 2022; December 14-15, 2022

Estimated Number of Participants: 60 - 75

Participant Demographics:
Administrators

Proposed Start Time: TBD

Proposed End Time: TBD

Workshop Location: TBD

Cost of Service: \$79,200.00

Description of Service:

The administrative training days will focus on how administrators support the PLC at Work® process in their schools. Administrators will review tight vs. loose leadership and identify key areas where these concepts are critical to supporting PLC at Work® in their schools. In addition, the days may focus on the following:

- Establishing a Guiding Coalition
- Supporting Effective Collaboration
- Team Configuration/Alignment
- Team Protocols
- Team SMART Goals
- Team Products and Artifacts
- Align PLC at Work® practices to School Improvement Plans and other initiatives
- Troubleshooting implementation challenges

Days may be conducted virtually. Virtual days are up to 6 hours of support. .

SERVICE 2: PLC at Work® Customized Workshop**Proposed Associate(s) and Date(s):**

Brandon Jones: July 27-28, 2022

Jeanne Spillers: July 27-28, 2022

Tim Kanold: July 27-28, 2022

Kenneth Williams: July 27-28, 2022

Regina Owens: July 28, 2022

Estimated Number of Participants: 400**Participant Demographics:**
Teachers and Administrators**Proposed Start Time:** TBD**Proposed End Time:** TBD**Workshop Location:** TBD**Cost of Service:** \$67,100.00**Description of Service:**

The PLC at Work associate will work with school or 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.

Days may be conducted virtually. Virtual days are up to 6 hours of support.

SERVICE 3: Team Virtual Coaching for PLC at Work® Principals**Target Date(s):** Fall 2022-Fall 2023**Proposed Associate(s):** TBD**Estimated Number of Participants:** 45
(Divided into teams of no more than 4 Principals per team)**Participant Demographics:** Principals**Workshop Location:** Virtual**Cost of Service:** \$179,775.00**Description of Service:**

This service provides year-long Virtual Principal Coaching to teams of principals. Participants will form a collaborative team of up to 4 principals. These teams will participate in 5, 1-hour virtual team meetings lead by the PLC Coach. Principals will also participate in 5, 1-hour individual meetings with the PLC Coach. PLC Coaches are available to each participant by phone or email throughout the contract for in the moment feedback and support.

Participants will work through the "Framework for PLC Principals" in sessions with their PLC Coach who will serve as an expert guide supporting principals as they identify key targets on their journey toward PLC at Work implementation. Participants will work with the coach to define the agenda for sessions and to complete work in between sessions. Topics may include:

- PLC at Work Foundations such as the three big ideas and four critical questions
- Learning objectives, assessment, intervention, and differentiation
- Leadership
- Individual site-based challenges

This service requires the participants to commit to attending both the individual and team sessions and to engage with their fellow principals and PLC Coach as a collaborative team. Solution Tree will not provide evaluative feedback to the district on participants to better support open and honest dialogue and productive collaboration.

Exhibit B

Technical Requirements for Virtual Professional Development

If any of the requirements below are not available, please contact your PD Representative immediately.

SYSTEM REQUIREMENTS	PC/Windows	Macintosh
	<ul style="list-style-type: none"> • Windows 2003 Server, Windows XP, Windows Vista, Windows 7 or above • Internet Explorer 8 or above, OR Firefox 4 or above, OR Chrome 5 or above • Intel or AMD processor (2.4 GHz or More) • At least 2 GB RAM • 700 Kbps or more for simultaneous screen sharing, video, and audio conferencing 	<ul style="list-style-type: none"> • Mac OS X 10.6 or above • Safari 3 or above, OR Firefox 4 or above, OR Chrome 5 or above • 2.4 GHz Intel processor (Core 2 Duo) • At least 1 GB RAM • 700 Kbps or more for simultaneous screen sharing, video and audio conferencing
VIDEO/AUDIO REQUIREMENTS	<ul style="list-style-type: none"> • A sound card installed in your computer • Microphone and speakers connected to your computer or a telephone with conference-call capabilities • Web camera at one viewing site 	
SITE REQUIREMENTS	<ul style="list-style-type: none"> • Hard line Internet connection • Projector, monitor, or whiteboard to view the IWC session • Suggested: Tech contact in attendance and available for troubleshooting at time of web conference 	