



Solution Tree

Solution Tree Purchasing Agreement

Effective May 21, 2015, Solution Tree, Inc. (“Solution Tree”) located at 555 N. Morton St., Bloomington, IN 47404 and The School Board of Clay County (“Customer”) located at 900 Walnut Street, Green Cove Springs, FL 32043, agree as follows:

1. Product Summary

1.1. **Products:** Customer shall purchase the following Solution Tree products and services (“Products”). Any additional Products may be added to this Agreement by a written Addendum signed by both parties.

Product	Quantity	Amount
Professional Development Services – Bill Hall	1 day	\$6,500.00
Resources, including shipping and handling: <i>Every School, Every Team, Every Classroom</i>	150 copies	\$2,949.50
Global PD Subscription: Professional Development Video Library	45 licenses	\$2,475.00
Total Cost		\$11,924.50

2. Professional Development Services

2.1. **Description of Services:** Solution Tree agrees to provide the services described in Exhibit A— Description of Services.

2.2. **Reproducibles:** Customer is responsible for the reproduction of all handouts and other print materials related to the services, and Customer will notify the Associate directly of any deadlines for reproduction.

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

2.4. **Recording of Presentation:** All audio, video, and digital recording of the services is prohibited.

2.5. **Cancellation:** If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reasons but Force Majeure, Customer shall reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement.

2.6. **Rescheduling:** If events beyond the parties’ control make performance on the scheduled dates impossible, the parties shall make a good faith effort to reschedule the Professional Development Services.



3. Resources

3.1. Resources: Customer will purchase the following resources:

Title	Unit	Quantity	Unit Cost	Total
<i>Every School, Every Team, Every Classroom</i>	Book	150	\$34.95	\$2,949.50*
<i>Global PD Professional Development Video Library</i>	Streaming Video	45	\$55.00	\$2,475.00

*Includes shipping and handling and 40% discount

3.2. Shipping: 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.

4. Global PD

4.1. Subscription: Solution Tree grants Customer and the educators and administrators enrolled in the district(s) and school(s) listed in Exhibit A hereto (collectively, "Users") a limited, non-exclusive, terminable, non-transferable subscription to access Global PD Professional Development Video Library via the website currently at <http://www.solution-tree.com/globalpd>, or by any other means on which the parties may agree, and to 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 then-current Terms of Use, the terms of this Agreement shall control.

4.2. Subscription Term: The "Term" shall be June 1, 2015 through and including May 31, 2016.

4.3. Renewal: If Customer decides to renew all of the above Global PD subscription services for a second year, the subscription increase shall not exceed 10% of this Agreement's contract pricing." Any renewal will be the subject of a separate agreement.

5. Payment Terms

5.1. Invoicing and Purchase Orders: Upon execution of this Agreement, CUSTOMER WILL PROVIDE SOLUTION TREE WITH A PURCHASE ORDER FOR THE FULL AMOUNT DUE UNDER THIS AGREEMENT. Solution Tree shall invoice Customer off of this purchase order which shall be paid in accordance with the Local Governmental Prompt Payment Act.

Description	Payment	Expected Invoice Date
20% PD Deposit (non-refundable)	\$0.00	Waived
Resources	\$2,949.50	Upon execution of contract
GlobalPD	\$2,475.00	Upon execution of contract
Professional Development	\$6,500.00	June 11, 2015

5.1.1. The total includes all travel, lodging, and other incidental expenses. All payment terms are in accordance with the terms in the Local Governmental Prompt Payment Act. All late payments are subject to a finance charge of 1.5% monthly. Please make purchase order(s) out to: Solution Tree, 555 North Morton Street, Bloomington IN 47404.



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 shall 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.
- 6.2. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order within 30 days of the effective date of this Agreement.
- 6.2.1. Resource Returns and Refunds:** Resource returns and refunds will be handled by the Return Policy outlines at <http://www.solution-tree.com/customer-service/product-orders>.
- 6.3. Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform shall not have any liability to the other party for the prevented performance. All obligations unaffected by such an event shall remain in place.
- 6.4. Entire Agreement:** This Agreement, Customer Purchase Order, 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 shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver or any provision of this Agreement or of any subsequent default of breach of the same or a different kind.
- 6.5. Offer Valid:** The pricing set forth in this Agreement shall be valid for 14 days from the effective date listed above.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

_____	_____	_____	_____
School Board of Clay County	Date	Shannon Ritz Director of Professional Development Solution Tree, Inc.	Date

Please fax or email this agreement to: Lisa Williams
Fax: 812-961-4696
Email: salessupport@solution-tree.com



Exhibit A (Associate)

Description of Services

SERVICE 1: PLC Leadership Training

Date(s): June 10, 2015

Associate(s): Bill Hall

Estimated Number of Participants: 150

Participant Demographics: Building principals and assistant principals and district administration

Proposed Start Time: 8:00 a.m.

Proposed End Time: 3:00pm

Description of Service: Goals for the June 10 training include:

- Getting building leadership to better understand their role and responsibility for PLC success in their buildings.
- Tools and strategies principals can use to empower teachers to be leaders within their PLC teams.
- Giving building leadership the understanding they need to hold teams accountable for the right work and how to provide support to teams who are not doing the right work.
- Understanding how principals can use the GlobalPD video training library to accelerate the work of PLC teams.

Global PD Video Library Licenses		
1		Argyle Elementary
2		Charles E. Bennett Elementary
3		Clay Hill Elementary
4		Coppergate Elementary
5		Doctors Inlet Elementary
6		Fleming Island Elementary
7		Grove Park Elementary
8		Keystone Heights Elementary
9		Lake Asbury Elementary
10		Lakeside Elementary
11		Middleburg Elementary
12		Montclair Elementary
13		McRae Elementary
14		Oakleaf Village Elementary
15		Orange Park Elementary
16		Paterson Elementary
17		Plantation Oaks Elementary
18		RideOut Elementary
19		Ridgeview Elementary



20	S. Bryan Jennings Elementary
21	Shadowlawn Elementary
22	Swimming Pen Creek Elementary
23	Thunderbolt Elementary
24	Tynes Elementary
25	W.E. Cherry Elementary
26	Wilkinson Elementary
27	Green Cover Springs Junior High
28	Lake Asbury Junior High
29	Lakeside Junior High
30	Oakleaf Junior High
31	Orange Park Junior High
32	Wilkinson Junior High
33	Clay High
34	Fleming Island High
35	Keystone Heights Junior/Senior High
36	Middleburg High
37	Oakleaf High
38	Orange Park High
39	Ridgeview High
40	Clay Virtual Academy
41	Adult and Community Education
42	Bannerman Learning Center
43	Florida Youth Challenge Academy
44	District Office License
45	District Office License



CONTACT INFORMATION

Please provide the following information:

Who will be the contact person for the work?

Contact: Dr. Emily Weiskopf
Title: Director of Professional Development
Phone: 904-284-6500
E-mail: eweiskopf@oneclay.net
Fax: 904-284-6625

Who will receive and pay the invoices?

Contact: Clay County School Board
Contact: Dr. Emily Weiskopf, Director of Professional
Title: Development
Phone: 904-284-6500
E-mail: eweiskopf@oneclay.net
Fax: 904-284-6625

Shipping Information *(required for resource delivery)*

Shipping Contact: _____
Shipping Address: _____
City, State, Zip: _____
Phone: _____
Delivery Date: _____
Delivery Times: _____

Choose one: Do you have a Delivery Dock?
 Do you have double doors (for pallet)?
 Do you require inside delivery?