

Solution Tree, Inc. Purchase Agreement

Effective August 16, 2024, Solution Tree, Inc. (“Solution Tree”) located at 555 N. Morton St., Bloomington, IN 47404 and Dekalb County School District (“Customer”) located at 1701 Mountain Industrial Boulevard, Stone Mountain, GA 30083 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
Professional Development	\$202,800.00
Global PD Teams Individual Licenses	\$ 7,450.00
Project Administration	\$ 8,410.00
Total	\$218,660.00

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 plus any applicable taxes 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)	\$ 43,732.00	Upon Execution of Agreement
Global PD Team Individual Licenses	\$ 5,960.00	Upon Completion of Setup
Professional Development and Project Administration	\$168,968.00	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.

- a. All PLC Coaching Academy handouts and print materials are included in the total cost and will be provided by Solution Tree.

- 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.

3.4. PLC Coaching Academy: The PLC Coaching Academy includes 50 participants. Should the number of participants exceed 50, a one-time fee of \$1,500 plus \$1,500 per additional participant will be due. If the number of participants exceeds 100, a second coach will be added in an Addendum. The PLC Coaching Academy has a maximum of 150 participants.

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
Learning by Doing	50	Included	Included
Concise Answers to Frequently Asked Questions in a PLC at Work®	50	Included	Included
PLC Coaching Academy Participant Binder	50	Included	Included
PLC Toolkit	10	Included	Included
Shipping and handling	--	--	Included
Resources Total			Included

5. Global PD Teams Individual Licenses: Solution Tree grants Customer a limited, non-exclusive, non-transferable license for 50 individual users to access Global PD Teams via the website currently at <http://globalpd.com> for one year beginning on the date of the first Global PD Teams invoice. Customer will use Global PD Teams 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 this Agreement and 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:

- a. 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.
- b. 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.

- c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- d. 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:

Devon Q. Horton
Superintendent
DeKalb County School District

_____ Date

_____ Date

Solution Tree, Inc.

Exhibit A

Description of Professional Development Services

SERVICE 1: PLC at Work® Coaching Academy

Date(s):

Session 1: October 9-10, 2024 – Kim Nichols

Session 2: February 5-6, 2025 – Shawn Creswell

Session 3: March 17-18, 2025 – Shawn Creswell

Proposed Associate(s): Kim Nichols and Shawn Creswell

Estimated Number of Participants: 50

Participant Demographics: District and School Teams

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Workshop Location: District Site

Cost of Service: \$75,000.00
(\$1,500.00 per participant)

Description of Service:

The PLC at Work Coaching Academy prepares participants to lead implementation of PLC at Work systems at their school sites. Teams of school leaders and teachers learn the three big ideas and four critical questions of a PLC at Work and explore effective practices that support learning for all. Teams will leave each session with goals and next steps. The objectives of the Coaching Academy may include:

- Understand the concept and attributes of a professional learning community.
- Examine research-based best practices and standards for becoming a professional learning community.
- Experience and create sample processes and products reflective of professional learning communities.
- Acquire strategies and tools for designing, implementing, and evaluating a school's journey toward becoming a professional learning community.
- Design a plan of action for implementing the professional learning community concept at your school.
- Participate actively by engaging in conversations and teamwork.
- Reflect on and self-assess personal knowledge, skills, and beliefs.

Included Resources:

One per participant: PLC Coaching Academy Binder, *Learning by Doing, Concise Answers to Frequently Asked Questions about Professional Learning Communities at Work*

One per team: PLC Toolkit (10 toolkits)

Onsite days may occur virtually. Virtual days are up to 6 hours of support. Virtual pricing will apply to all onsite days delivered virtually.

SERVICE 2: PLC at Work® Customized Workshops (4 days)

Date(s): October 24, 2024; December 12, 2024; February 13, 2025; April 17, 2025

Proposed Associate(s): Kim Nichols

Estimated Number of Participants: TBD

Participant Demographics: ES Principals

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Workshop Location: School site

Cost of Service: \$28,400.00
(\$7,100.00 per day)

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.

Onsite days may occur virtually. Virtual days are up to 6 hours of support. Virtual pricing will apply to all onsite days delivered virtually.

SERVICE 3: PLC at Work® Customized Workshops (4 days)

Date(s): October 24, 2024; December 12, 2024; February 13, 2025; April 17, 2025

Proposed Associate(s): David Chiprany

Estimated Number of Participants: TBD

Participant Demographics: Secondary Principals

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Workshop Location: School site

Cost of Service: \$28,400.00
(\$7,100.00 per day)

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.

Onsite days may occur virtually. Virtual days are up to 6 hours of support. Virtual pricing will apply to all onsite days delivered virtually.

SERVICE 4: PLC at Work® Customized Workshops (8 days)

Date(s): October 30-31, 2024; November 20-21, 2024; February 26-27, 2025; March 26-27, 2025

Proposed Associate(s): Trish Musick

Estimated Number of Participants: 100

Participant Demographics: Assistant Principals

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Workshop Location: School site

Cost of Service: \$56,800.00
(\$7,100.00 per day)

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.

Onsite days may occur virtually. Virtual days are up to 6 hours of support. Virtual pricing will apply to all onsite days delivered virtually.

SERVICE 5: PLC at Work® Customized Workshops (2 days)

Date(s): November 5, 2024; March 7, 2025

Proposed Associate(s): Kim Nichols

Estimated Number of Participants: 400

Participant Demographics: Teachers

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Workshop Location: School site

Cost of Service: \$14,200.00
(\$7,100.00 per day)

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.

Onsite days may occur virtually. Virtual days are up to 6 hours of support. Virtual pricing will apply to all onsite days delivered virtually.