



**Solution Tree, Inc.  
Purchase Agreement**

Effective March 15, 2021, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Linn-Mar Community School District ("Customer") located at 2999 10TH St. Marion, IA 52302 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	\$33,700.00
<b>Total</b>	<b>\$33,700.00</b>

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)	\$ 6,740.00	Upon execution of Agreement
Professional Development	\$16,080.00	June 15, 2021
Professional Development	\$ 5,440.00	August 19, 2021
Professional Development	\$ 5,440.00	January 24, 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.

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:

\_\_\_\_\_  
Nathan Wear  
Assistant Superintendent  
Linn-Mar Community School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shannon R. Ritz  
Vice President of Professional Development  
Solution Tree, Inc.

\_\_\_\_\_  
Date

Please email this Agreement to Jessica Tuttle at [Jessica.Tuttle@SolutionTree.com](mailto:Jessica.Tuttle@SolutionTree.com) or fax to 866.308.3135.

## Exhibit A

## Description of Professional Development Services

**SERVICE 1: PLC at Work® Customized Workshops****Date(s):** June 17-18, 2021; August 19, 2021; January 24, 2022**Proposed Associate(s):** Cassandra Erkens**Estimated Number of Participants:** 30/300**Participant Demographics:**  
Administration team/all staff**Proposed Start Time:** 8:00am**Proposed End Time:** 3:00pm**Workshop Location:** TBD**Cost of Service:** \$27,200.00  
(\$6,800.00 per session)**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.

*Sessions may be delivered virtual. Virtual sessions are up to 6-hours of support.*

---

**SERVICE 2: RTI at Work™ Customized Workshop****Date(s):** June 15, 2021**Proposed Associate(s):** Troy Gobble**Estimated Number of Participants:** 15**Participant Demographics:**  
Secondary Team**Proposed Start Time:** 8:00am**Proposed End Time:** 3:00pm**Workshop Location:** TBD**Cost of Service:** \$6,500.00**Description of Service:**

The RTI at Work associate will deliver these customized workshops with a focus on how to create and lead a tiered system of support by examining the four essential elements of a successful RTI at Work model: collective responsibility, concentrated instruction, convergent assessment, and certain access. The content for the workshops will be geared to the specific needs and challenges of the audience as determined by the associate in collaboration with school and district leadership.

*Sessions may be delivered virtual. Virtual sessions are up to 6-hours of support.*

---



## CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: NATHAN WEAR  
Title: ASSOC. SUPT.  
Phone: 319-447-3028  
Email: NATHAN.WEAR@LINNMAR.K12.IA.US  
Cell #: 319-631-8659  
Fax: 319-377-9252

Who will receive and pay the invoices?

Contact: TERRI MOHLER  
Title: ADMIN. ASST.  
Phone: 319-447-3014  
Email: TERRI.MOHLER@LINNMAR.K12.IA.US  
Fax: 319-377-9252