



Solution Tree

**HOST CONTRACT**

Effective August 28, 2012, Snake River School District ("Host") and Solution Tree, Inc. ("Solution Tree") agree that Solution Tree will provide an Associate to disseminate information to Host in exchange for \$51,096.80 (USD). The parties agree as follows:

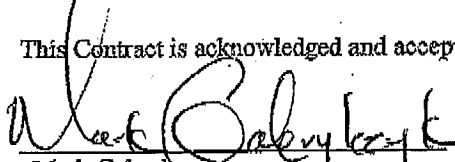
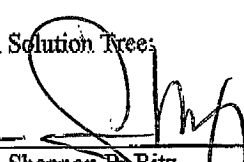
1. **Services:** Solution Tree agrees to provide the services described in Exhibit A—Description of Services.
2. **Compensation:** Host will pay Solution Tree a total contract amount of \$51,096.80 (USD). Host will pay Solution Tree a non-refundable deposit of 20% of the total contract amount, \$10,219.36 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining contract balance will be invoiced upon completion of each service as described in Exhibit B—Schedule of Payments. Host will provide a purchase order for the total contract amount immediately upon entering the contract. Host agrees to reimburse any expenses incurred by Solution Tree that result from Host's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% monthly.
3. **Resources:** The total contract amount includes the cost of the resources purchased with these services as listed below.
  - One (1) PLC Toolkit
  - Thirty (30) copies of *Every School, Every Team, Every Classroom*
  - One hundred (100) copies of *Learning By Doing*
  - One hundred (100) copies of *The Collaborative Teacher*

The cost of the resources included in this Contract is \$4,946.80, which includes shipping and handling. Solution Tree will not ship any resources without a purchase order.

4. **Travel Arrangements and Expenses:** The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.
5. **Intellectual Property:** Host 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 the services performed under this Agreement, and that no materials will be developed specifically for Host. Solution Tree or Associate shall retain all copyrights owned prior to entering this Agreement, and Host may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. Host is responsible for the reproduction of all handouts and other print materials related to the services, and Host will notify the Associate directly of any deadlines for reproduction.
6. **Audio/Video Equipment:** Host will provide audio/video equipment and technical support for the sessions.
7. **Recording of Presentation:** All audio and video recording is prohibited without written consent from Solution Tree and the Associate. Requests for permission to record the presentation should be directed to Solution Tree and not the Associate. If the request is approved, Solution Tree will obtain consent from the Associate.
8. **Confidentiality:** Solution Tree will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Solution Tree will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Host's request.

- 9. **Termination:** If Host terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Host shall reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Contract that exceed the amount of the deposit. Solution Tree may terminate this Contract if Solution Tree has not received a purchase order within 30 days of the effective date of this Contract
- 10. **Force Majeure:** If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Solution Tree agrees to offer services at a later date, provided such can be rescheduled with Host. Solution Tree shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent Solution Tree from performing under this Contract.
- 11. **Indemnity:** Solution Tree shall indemnify and hold harmless Host from any and all claims, actions, costs, or liabilities arising from Solution Tree's negligent acts or omissions during the course of performance under this Contract, except those resulting from Host's negligence.
- 12. **Notices:** All notices to be given under this Contract shall be sent by certified mail to Solution Tree, Inc., 555 N. Morton St., Bloomington, Indiana 47404, and to Snake River School District, 900 West 100 South, Blackfoot, ID 83221, or to such address as may be given by either party in writing. Notice shall be deemed given on the date of mailing.
- 13. **Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.
- 14. **Nature of Contract:** Host is engaging Solution Tree's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Solution Tree may enter into contracts with other parties for professional services similar to those set forth in this Contract.
- 15. **Entire Contract:** This Contract 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 Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract 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 of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Host and Solution Tree:

	8-29-12		8/30/12
Mark Gabrylczyk Snake River School District	Date	Shannon R. Ritz Director of Professional Development Solution Tree, Inc.	Date

**EXHIBIT A  
DESCRIPTION OF SERVICES**

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**Title of Service 1:** PLC Overview & District Leadership Training (1 day on-site)

**Associate:** Eric Twadell

**Date(s) of Service:** September 13, 2012      **Cost of Service:** \$7,150.00 (inclusive)

**Workshop Location:** Blackfoot, ID      **Proposed Start Time:** 8:00 am

**Estimated Group Size:** Up to 30      **Proposed End Time:** 3:00 pm

**Group Demographics:** District level administrators and building principals

**Description of Service:**

The PLC Associate will provide an introduction to PLCs, including possible topics such as: What is a PLC, The Moral Imperative of PLCs, The 3 Big Ideas of PLCs, The 4 Essential Questions of PLCs, and Leadership Teaming and Collaboration, which will help the district level leadership to share a common understanding of PLCs. The PLC Associate will discuss what a PLC "looks like," how it functions, and will focus on the role of the district leadership in a PLC. The PLC Associate will also help the leadership team to come up with an executable plan to bring their teacher leaders on board and introduce PLCs to the rest of the staff.

**Resources:**  
PLC at Work™ Toolkit

**Quantity:**  
1

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**Title of Service 2:** PLC Coaching & Creating Collaborative Leadership Teams (1 day on-site)

**Associate:** Eric Twadell

**Date(s) of Service:** October 10, 2012      **Cost of Service:** \$6,500.00 (inclusive)

**Workshop Location:** Blackfoot, ID      **Proposed Start Time:** 8:00 am

**Estimated Group Size:** Up to 30      **Proposed End Time:** 3:00 pm

**Group Demographics:** Building principals and teacher leaders

**Description of Service:**

The PLC Associate will introduce the PLC plan established during the September session to the teacher leaders. The PLC Associate will help to create a collaborative team(s) among the teacher leaders and building principals. The PLC Associate will facilitate discussions with the teacher leaders and building principals regarding what their effective collaborative team(s) should look like, how they should function, how to get started, and how they will support the rest of the teaching staff in their PLC implementation.

**Resources:**  
Every School, Every Team, Every Classroom

**Quantity:**  
30

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**Title of Service 3:** Revisiting Collaborative Leadership Teams (1 day on-site)

**Associate:** Eric Twadell

**Date(s) of Service:** November 27, 2012      **Cost of Service:** \$6,500.00 (inclusive)

**Workshop Location:** Blackfoot, ID      **Proposed Start Time:** 8:00 am

**Estimated Group Size:** Up to 30      **Proposed End Time:** 3:00 pm

**Group Demographics:** Building principals and teacher leaders

**Description of Service:**

This training will be a follow-up/"check-in" from the October session to further develop the leadership teams and work on specific strategies to continue to implement the goals established during the initial district training. This will also be a great opportunity for the building principals and teacher leaders to communicate any struggles, ask questions, etc. that will help sustain their PLCs.

**Title of Service 4:** PLC Coaching & Creating Collaborative Teams (1 day on-site)

**Associates:** Eric Twadell and Geri Parscale

**Date(s) of Service:** January 18, 2013      **Cost of Service:** \$13,000.00 (inclusive)  
(\$6,500.00 per Associate)

**Workshop Location:** Blackfoot, ID      **Proposed Start Time:** 8:00 am

**Estimated Group Size:** 100 (50 per group)      **Proposed End Time:** 3:00 pm

**Group Demographics:** Group 1: 50 elementary teachers (Geri Parscale)  
Group 2: 50 secondary teachers (Eric Twadell)

**Description of Service:**

Two PLC Associates, one per group, will work with the teaching staff on Creating Collaborative Teams and provide examples of what to do in effective collaborative teams, how they should function, how to get started, etc.

<b>Resources:</b>	<b>Quantity:</b>
Learning By Doing	100
The Collaborative Teacher	100

**Title of Service 5:** Using Data in Collaborative Teams

**Associates:** Eric Twadell and Geri Parscale

**Date(s) of Service:** February 8, 2013      **Cost of Service:** \$13,000.00 (inclusive)  
(\$6,500.00 per Associate)

**Workshop Location:** Blackfoot, ID      **Proposed Start Time:** TBD

**Estimated Group Size:** 100 (50 per group)      **Proposed End Time:** 4 hrs after start time

**Group Demographics:** Group 1: 50 elementary teachers (Geri Parscale)  
Group 2: 50 secondary teachers (Eric Twadell)

**Description of Service:**

Two PLC Associates, one per group, will work with the teaching staff on effectively using data in collaborative teams and provide grade level specific examples (the associate working with the elementary group will provide elementary examples, and the associate working with the secondary group will provide secondary examples).

<b>PD Services Total:</b>	<b>\$46,150.00</b>
<b>Resources Total (including shipping &amp; handling):</b>	<b>\$4,946.80</b>
<b>Contract Total:</b>	<b>\$51,096.80</b>

**EXHIBIT B  
SCHEDULE OF PAYMENT**

<u>Description</u>	<u>Payment</u>	<u>Expected Invoice Date</u>
Deposit	\$10,219.36	Upon execution of Contract
September Session and Resources	\$9,677.44	September 13, 2012
October Session	\$5,200.00	October 10, 2012
November Session	\$5,200.00	November 27, 2012
January Sessions	\$10,400.00	January 18, 2013
February Sessions	\$10,400.00	February 8, 2013

**CONTACT INFORMATION**

Please provide the following information in both sections:

**Who will be the contact person for the work?**

Contact: Mark Gabrylczyk  
Title: Superintendent  
Phone: 208-684-3001  
E-mail: mark@sd52.k12.id.us  
Fax: 208-684-3003

**Who will receive and pay the invoices?**

Contact: Jackie Harris  
Title: Accounts Payable Clerk  
Phone: 208-684-3001  
E-mail: harrjack@sd52.k12.id.us  
Fax: 208-684-3003

**Shipping information (required for resource delivery)**

Shipping Contact: Jackie Harris  
Shipping Address: 103 South 900 West  
City, State, Zip: Blackfoot, Idaho 83221  
Phone: 208-684-3001  
Delivery Date: \_\_\_\_\_  
Delivery Times: M-Th 8-4  
Choose one:  Do you have a Delivery Dock?  
 Do you have double doors (for pallet)?  
 Do you require inside delivery?