Board Office Use: Legislative File Info.		
File ID Number	21-1966	
Introduction Date	9/8/21	
Enactment Number	21-1420	
Enactment Date	9/8/2021 CJH	



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Sondra Aguilera, Chief Academic Officer

Tammie Adams, Principal, Horace Mann Elementary School

Meeting Date September 8, 2021

Subject Purchase Agreement – Solution Tree – Horace Mann Elementary School

and Solution Tree, Bloomington, IN, for the latter to provide virtual teacher Professional Development on Professional Learning Community (PLC) foundations and Multi-Tiered System of Support (MTSS), to include includes Response to Instruction and Intervention (RTI) targeted instruction. Each of the 6 sessions will be 2 hours each, for the period of July 13, 2021 through June 30, 2022, in an amount

not to exceed of \$9,000.00

Background Over the past 3 years, our PLCs have gone through several iterations and developed

over time. Due to changes in staffing, all teachers do not have a shared

understanding of the purpose and function of PLCs.

Discussion As a result of the pandemic, we want to ensure that teachers are analyzing

benchmark data to maintain the rigor of Tier 1 instruction while providing appropriate Tier 2 instruction for small groups that doesn't remediate, but

accelerate student learning.

Fiscal Impact Funding Source: Resource 3212 ESSER II; Program 0030 Target Tutor

Attachment(s) • Purchase Agreement



Solution Tree, Inc. Purchase Agreement

Effective July 13, 2021, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Oakland USD - Horace Mann Elementary ("Customer") located at 5222 Ygnacio Ave, Oakland, CA 64601 agree as follows:

 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	\$9,000.00
Total	\$9,000.00

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"). 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)	\$1,800.00	Upon execution of Agreement
Professional Development	\$7,200.00	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. 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

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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:

Sondra Aguilera Chief Academic Officer Oakland USD -	8/10/2021 Date	Approved as to form by OUSD Staff Attorney Joanna Powell on 8/3/21.
Shannon R. Ritz	Date	
Vice President of Professional Development		
Solution Tree, Inc.		

Please email this Agreement to Eric Henry at Eric.Henry@SolutionTree.com or fax to 866.308.3135.

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Exhibit A

Description of Professional Development Services

SERVICE 1: PLC at Work® 2 Hour Sessions (3 Sessions)

Date(s): August 25, 2021; September 15, 2021; September 29, 2021

Proposed Associate(s): Anisa Baker-Busby

Estimated Number of Participants: 15 Participant Demographics: Teachers

and Teacher Leaders

Workshop Location: Virtual Cost of Service: \$4,500<u>.00</u> (\$1,500<u>.00</u>

per session)

Description of Service:

These 2-hour sessions will be used for content delivery, including tools and strategies to be used in the participants' school. The Solution Tree associate will work directly with the school to customize the sessions to their needs.

SERVICE 2: RTI at Work™ 2 Hour Sessions (3 Sessions)

Date(s): January 14, 2022; February 23, 2022; March 2, 2022

Proposed Associate(s): Anisa Baker-Busby

Estimated Number of Participants: 15 Participant Demographics: Teachers

and Teacher Leaders

Workshop Location: Virtual Cost of Service: \$4,500.00 (\$1,500.00

per session)

Description of Service:

These 2-hour sessions will be used for content delivery, including tools and strategies to be used in the participants' school. The Solution Tree associate will work directly with the school to customize the sessions to their needs.

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Exhibit B

Technical Requirements for Virtual Professional Development

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

	PC/Windows	Macintosh
SYSTEM REQUIREMENTS	 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 	 Mac OS X 10.6 or above Safari 3 or above, OR Firefox 4 or above, OR Chrome 5 or above
	 (2.4 GHz or More) At least 2 GB RAM 700 Kbps or more for simultaneous screen sharing, video, and audio conferencing 	 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	 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	 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 	

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CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?			
Contact:			
Title:			
Phone:			
Email:			
Cell #:			
Fax:			
Who will receive	and pay the invoices?		
Contact:			
Title:			
Phone:			
Email:			
Fax:			
Shipping Information (required for resource delivery)			
Shipping Contact:			
Shipping Address			
City, State, Zip:			
Phone:			
Delivery Date:			
Delivery Times:			
	□ Do you have a Delivery Dock?		
Choose one:	□ Do you have double doors (for pallet)?		
	□ Do you require inside delivery?		

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