



Solution Tree Purchase Agreement

Effective as of the last date of signature below, Solution Tree Inc. ("Solution Tree"), located at 555 N. Morton St., Bloomington, IN 47404, and Willows Unified School District ("Customer"), located at 823 West Laurel

agree as follows:

1. **Purchase Summary:** Customer will purchase and Solution Tree will provide the products and services described below. Customer will provide Solution Tree with a purchase order for the full amount due under this Agreement, including any applicable taxes. All payments will be due net 30 days from actual date of invoice with all past due invoices subject to monthly finance charges as allowed by law.

Description	Payment	Expected Invoice Date
Professional Development Services (Non-refundable 20% Deposit)	\$ 31,240.00	Upon execution of Agreement
Professional Development Services (Remainder)	\$124,960.00	Upon execution of Agreement
Resources, including shipping and handling and applicable taxes	\$ 1,945.97	Upon execution of Agreement
Total	\$158,145.97	

2. **Professional Development Services:** Solution Tree will provide a presenter to perform the professional development services described in Exhibit A. Except for any pre-printed binders or other materials Solution Tree provides, Customer will reproduce any handouts and other print materials related to the services. Customer will provide a venue, audio/video equipment, and technical support capable of receiving and displaying all onsite or virtual sessions.
3. **Resources:** Solution Tree will ship resources only after an invoice has been generated and will not ship any resources without a purchase order or full payment.

Title	Quantity	Price	Total
<i>Learning by Doing</i> , 4 th Edition	40	\$42.36	\$1,694.40*
Applicable Taxes	--	--	\$ 156.57
Shipping and Handling	--	--	\$ 95.00
Resources Total			\$1,945.97

**price includes quantity discount*

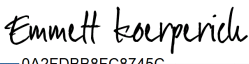
4. General Terms

- 4.1. **Intellectual Property:** Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.



- 4.2. Authorization:** Customer warrants that it has gone through all required approval and procurement processes related to a purchase of this size and that Customer's signatory has the authority to bind Customer to the terms of this Agreement.
- 4.3. Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable by preventing services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products. If performance is prevented entirely, neither party will have any further liability to the other party for the prevented performance. All unaffected obligations will remain in place.
- 4.4. Termination:** Solution Tree may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date. If Customer seeks to cancel any services within 90 days of the scheduled date for any reason but Force Majeure and Solution Tree agrees to such cancellation, 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.
- 4.5. Entire Agreement:** This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in 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:

DocuSigned by:  By: <u>0A2FDBB8FC8745C...</u>		11/10/2025 Date	By: _____ Date
Emmett Koerperich Superintendent			

Willows Unified School District



Exhibit A

Description of Professional Development Services

SERVICE 1: PLC at Work® Customized Workshops (1 day)

Date(s): January 5, 2026

Proposed Associate(s): Dan Cohan

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: District site

Cost of Service: \$7,100.00

Description of Service:

The PLC at Work associate will work with district leadership to customize this session based on the participants' current PLC at Work reality. The session will focus on deepening participants' understanding of the PLC at Work processes and addressing critical next steps to further their PLC at Work implementation.

SERVICE 2: PLC at Work® Embedded Coaching (3 days at each site)

Date(s):

Murdock Elementary: January 21, 2026; March 4, 2026; May 6, 2026

Willows Intermediate: January 29, 2026; March 24, 2026; April 21, 2026

Willows High School: February 17, 2026; March 10, 2026; April 1, 2026

Proposed Associate(s):

Murdock Elementary: Casey Ahner

Willows Intermediate: Brandon Jones

Willows High School: Dan Cohan

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: School sites

Cost of Service: \$63,900.00 (\$7,100.00 per associate per day)

Description of Service:

These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work, as well as begin a focus on best practices in assessment and instruction. The coaching days may include sessions with principals or district staff, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with staff at the schools. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:



- PLC at Work
- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention
- Mathematics
- Literacy
- School Culture

SERVICE 3: PLC at Work® Embedded Coaching (4 days at each site)

Date(s): TBD by mutual agreement in Summer/Fall 2026

Proposed Associate(s): TBD

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: School sites

Cost of Service: \$85,200.00 (\$7,100.00 per associate per day)

Description of Service:

These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work, as well as begin a focus on best practices in assessment and instruction. The coaching days may include sessions with principals or district staff, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with staff at the schools. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:

- PLC at Work
- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention
- Mathematics
- Literacy
- School Culture

Services may be delivered virtually if necessary. Virtual days are up to 6 hours of support. Virtual pricing will apply to services delivered virtually.