

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: October 22, 2024

Contract/Agreement Vendor: Solution Tree, Inc. Mike Bauer
Name of Vendor & Contact Person
mike.bauer@solutiontree.com
Vendor Email Address

Professional Development

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Elem & Sec Teachers and Administrators
Reason/Audience to benefit
November 11, 2024 \$ 32,500.00
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Jennifer Peterson

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO NO
 If yes, Technology Admin: _____

Cabinet Team Member:

Funding Source: Title 2A
Fund/Project OCAS Coding

Consent

Action

Accept and approve the NEW agreement between Broken Arrow Public Schools and Solution Tree, Inc. who will provide professional development (Mathematics at Work Customized Workshops-2 days and Mathematics at Work Onsite Embedded Coaching-3 days) for Elementary and Secondary Teachers and Administrator's during the 2024-2025 school year. The cost to the District is \$32,500.00 and paid with Title 2A funds./ J. Peterson

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



**Solution Tree, Inc.
Purchase Agreement**

Effective November 12, 2024. Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Broken Arrow Public Schools ("Customer") located at 701 S. Main St. Broken Arrow, OK 74012 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	\$32,500.00
Total	\$32,500.00

- 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 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)	Waived	Waived
Professional Development	\$32,500.00	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.

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 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.

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:

Steve Allen Board President Broken Arrow Public Schools	Date
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<small>DocuSigned by:</small>  <small>AG5A6GAT7B4G485</small> Ali Cummins	10/23/2024 Date
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Sr. Director of Professional Development
Solution Tree, Inc.



Exhibit A

Description of Professional Development Services

SERVICE 1: Mathematics at Work™ Customized Workshops (2 days)

Date(s): January 30, 2025; February 27, 2025

Proposed Associate(s): Cory Bennett

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: \$13,000.00 (\$6,500.00 per day)

Description of Service:

A Mathematics at Work™ associate will work with school and district leadership to customize these onsite sessions based on the participant's current mathematics reality. The sessions will focus on deepening participants understanding of effective processes and addressing critical next steps to increase the effectiveness of mathematics instruction and practices.

SERVICE 2: Mathematics at Work™ Onsite Embedded Coaching (3 days)

Date(s): TBD

Proposed Associate(s): Cory Bennett

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: \$19,500.00 (\$6,500.00 per day)

Description of Service:

This service consists of onsite coaching days during which a Mathematics at Work™ coach meets with collaborative teams to review their work in mathematics. The days will focus on the integration of mathematical practices into the teaching of mathematics as well as the design of high quality assessments, common homework assignments, use of formative assessment in the classroom and mathematics departments, and lesson studies. Coaches will conduct classroom observations and meet with the principal and other administrative staff as needed. The agenda for each coaching day will be determined collaboratively between the coach and designated school staff.

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