



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 4/3/25

Contract/Agreement Vendor:

Solution Tress, Inc Mike Bauer

Name of Vendor & Contact Person

mike.bauer@solutiontree.com

Vendor Email Address

"RTI at work"

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.

Kristin Henness and Marla Warwick

Reason/Audience to benefit

4/14/25

BOE Date

\$ 3,800.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Kristin Henness

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Kristin Henness

Does this Contract/Agreement utilize technology? YES (NO)

If yes, Technology Admin:

Cabinet Team Member:

Paul Dyer

Funding Source: 11/151

Fund/Project

OCAS Coding

☒ Consent

☐ Action

Please APPROVE the contract with Solution Tree to review current RTI processes and offer support and solutions to the existing program. This will cost the district \$3,800.00 and will be paid using instructional funds. /K Henness

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 April 9, 2025, 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 Street Broken Arrow, OK US 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
Virtual Professional Development	\$3,800.00
Total	\$3,800.00

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"). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. 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)	\$ 0.00	Waived
Virtual Professional Development	\$3,800.00	May 7, 2025

3. Virtual Professional Development

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Josh Ray ("Associate"), to disseminate information for Customer on the topic of *RTI at Work*™ virtually for 3 hours on May 7, 2025.
- 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 A. 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 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 of Education President
Broken Arrow Public Schools

4.14.2025

Date

DocuSigned by:
Ali Cummins

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Ali Cummins

4/9/2025

Date

Sr. Director of Professional Development
Solution Tree, Inc.



Exhibit A

Technical Requirements for a Virtual Professional Development

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

SYSTEM REQUIREMENTS	PC/Windows	Macintosh
	<ul style="list-style-type: none"> 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 (2.4 GHz or More) At least 2 GB RAM 700 Kbps or more for simultaneous screen sharing, video, and audio conferencing 	<ul style="list-style-type: none"> Mac OS X 10.6 or above Safari 3 or above, OR Firefox 4 or above, OR Chrome 5 or above 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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 	