

Solution Tree
Amended and Restated 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 City of Kingsport for its Kingsport City School District ("Customer"), located at 400 Clinchfield St. Suite 200, Kingsport, TN 37660, agree to amend and restate the Solution Tree Purchase Agreement between the parties dated May 13, 2026 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)	\$ 12,120.00	Upon execution of Agreement
Professional Development Services (Remainder)	\$48,480.00	Incrementally after each date
Total	\$60,600.00	

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. General Terms

- 3.1. **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.
- 3.2. **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.
- 3.3. **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.
- 3.4. **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.

- 3.5. 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:

By: _____
Name: _____ Date _____
Title: _____
Entity: Kingsport City School District

By: _____
Date _____

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit A**Description of Professional Development Services****SERVICE 1: Beyond Labels Customized Workshops (3 days)****Date(s):** September 8, 2026; November 3, 2026; February 5, 2027**Proposed Associate(s):** Matthew Treadway**Estimated Number of Participants:** Varies**Participant Demographics:** Varies**Proposed Start Time:** 8:00 AM**Proposed End Time:** 3:00 PM**Workshop Location:** Jackson Elementary**Cost of Service:** \$21,300.00 (\$7,100.00 per day)**Description of Service:**

These customized days will focus on general and special educators utilizing PLC best practices to develop collaborative partnerships, close achievement gaps, achieve efficiency with the IEP process, improve student learning, and maximize learning for all. Each day will build on previous training and strategies provided.

SERVICE 2: Beyond Labels Customized Workshops (3 days)**Date(s):** September 8, 2026; November 3, 2026; February 5, 2027**Proposed Associate(s):** Kimberly Cano**Estimated Number of Participants:** Varies**Participant Demographics:** Varies**Proposed Start Time:** 8:00 AM**Proposed End Time:** 3:00 PM**Workshop Location:** Robinson Middle School**Cost of Service:** \$21,300.00 (\$7,100.00 per day)**Description of Service:**

These customized days will focus on general and special educators utilizing PLC best practices to develop collaborative partnerships, close achievement gaps, achieve efficiency with the IEP process, improve student learning, and maximize learning for all. Each day will build on previous training and strategies provided.

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

SERVICE 3: Interactive Web Conferences – Leadership Team (6 sessions)**Date(s):** July 29, 2026; August 12, 2026; October 28, 2026; December 15, 2026; March 9, 2027; April 21, 2027**Proposed Associate(s):** Kimberly Cano

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: TBD

Proposed End Time: TBD

Workshop Location: Virtual

Cost of Service: \$9,000.00 (\$1,500.00 per session)

Description of Service:

A coach will deliver these 75-minute virtual sessions to work with the district or school leadership team on Identifying priorities aligned with the 6 core principles from All Means All, developing a comprehensive improvement plan, and reflecting on plan implementation, emphasizing celebrations and opportunities. These sessions will provide an opportunity for planning or discussion about current work in progress.

SERVICE 4: Interactive Web Conferences – Leadership Team (6 sessions)

Date(s): October 23, 2026; November 20, 2026; December 4, 2026; January 15, 2027; March 5, 2027; April 16, 2027

Proposed Associate(s): Matthew Treadway

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: TBD

Proposed End Time: TBD

Workshop Location: Virtual

Cost of Service: \$9,000.00 (\$1,500.00 per session)

Description of Service:

A coach will deliver these 75-minute virtual sessions to work with the district or school leadership team on Identifying priorities aligned with the 6 core principles from All Means All, developing a comprehensive improvement plan, and reflecting on plan implementation, emphasizing celebrations and opportunities. These sessions will provide an opportunity for planning or discussion about current work in progress.