



Uvalde ISD_Tier 3_2025-26_Contract

Uvalde CISD

1000 North Getty Street
Uvalde, TX 78801
United States

Reference: 20250123-105335471

Quote created: January 23, 2025

Quote expires: April 23, 2025

Quote created by: Larissa Bradford

Client Support Specialist

larissa@emergenttree.com

Ashley Chohlis

Superintendent
achohlis@uvaldecisd.net

Amy Graeber

Chief Instructional Officer
agraeber5212@uvaldecisd.net

Comments from Larissa Bradford

This contract is for services to be provided during the 2025-26 school year. Please provide an electronic signature to confirm the contract.

Business Office information

Contact: Larissa Bradford, billing@emergenttee.com

Mailing address for payments:

Emergent Tree Education, PO Box 200565, Austin, TX 78720

In order to start work and to ensure you are exempt from sales tax, we need a Purchase Order (PO) on file. Please send the PO to billing@emergenttree.com.

If you have any questions, call 512-355-7722. Thank you for your partnership to support social, emotional and behavioral success!

Products & Services

Item & Description	Quantity	Unit Price	Total
<p>Behavior Progress Monitor- District License</p> <p>Use of the Behavior Progress Monitor software for one school year. Cost includes unlimited users within the district.</p>	1	\$5,370.00	\$5,370.00
<p>Resource Subscription- Solid Roots Tier 3</p> <p>Annual access to resources to support Tier 3 MTSS-B Framework. Access includes: downloadable templates and lesson plans, video modeling library, and recorded webinars.</p> <p>Unlimited licenses to the following online courses are also available with this subscription: Feedback with DBRC Intervention and Check-in/Check-out Intervention.</p>	7	\$675.00	\$4,725.00
<p>Training- Framework Full Day- Initial</p> <p>One day initial training on an MTSS-B Framework. Cost includes trainer fees, materials, and associated travel, if applicable. Initial training includes the cost of participants guides, which will be used during subsequent trainings.</p>	1	\$8,450.00	\$8,450.00
<p>Coaching- Onsite Session</p> <p>On-site coaching session, up to 2 hours, for MTSS-B Frameworks. Cost includes coaching session, materials and follow-up report. Includes associated travel, if applicable.</p>	7	\$750.00	\$5,250.00
<p>Training- Framework Full Day</p> <p>One day training on MTSS-B framework. Cost includes trainer fees, materials, and associated travel, if applicable.</p>	1	\$4,850.00	\$4,850.00
<p>Coaching- Onsite Session</p> <p>On-site coaching session, up to 2 hours, for MTSS-B Frameworks. Cost includes coaching session, materials and follow-up report. Includes associated travel, if applicable.</p>	7	\$750.00	\$5,250.00
<p>Training- Framework Full Day</p> <p>One day training on MTSS-B framework. Cost includes trainer fees, materials, and associated travel, if applicable.</p>	1	\$4,850.00	\$4,850.00

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Coaching- Onsite Session On-site coaching session, up to 2 hours, for MTSS-B Frameworks. Cost includes coaching session, materials and follow-up report. Includes associated travel, if applicable.	7	\$750.00	\$5,250.00
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Program Review- Tier 3 campus Comprehensive review of the implementation of Tier 3 MTSS-B Framework. Includes data collection and report development for a single campus plus associated travel, if applicable.	7	\$1,550.00	\$10,850.00
Program Review Report Presentation Presentation of Program Review results plus next steps for campus and district leaders. Includes associated travel, if applicable.	1	\$4,050.00	\$4,050.00
		Due now	\$0.00
		Total contract value	\$69,395.00

Invoice Schedule

Item	Amount + Billing Date
Behavior Progress Monitor- District License	\$5,370.00 on August 22, 2025
Resource Subscription- Solid Roots Tier 3	\$4,725.00 on August 22, 2025
Training- Framework Full Day- Initial	\$8,450.00 on September 26, 2025
Coaching- Onsite Session	\$5,250.00 on September 26, 2025
Training- Framework Full Day	\$4,850.00 on November 21, 2025
Coaching- Onsite Session	\$5,250.00 on November 21, 2025

Item	Amount + Billing Date
Training- Framework Full Day	\$4,850.00 on November 21, 2025
Coaching- Onsite Session	\$5,250.00 on November 21, 2025
Coaching- Onsite Session	\$5,250.00 on March 27, 2026
Coaching- Onsite Session	\$5,250.00 on March 27, 2026
Program Review- Tier 3 campus	\$10,850.00 on May 15, 2026
Program Review Report Presentation	\$4,050.00 on May 15, 2026

Purchase terms

This Agreement for Services (the "Agreement") is made by and between Uvalde ISD ("ISD") and Emergent Tree Education, Incorporated ("ETE"), whose address is PO Box 200565, Austin TX 78720 and entered into as of January 2025.

Services. ETE will perform the Services with the standards of care, skill, and diligence of an experienced professional in this field and in a competent and efficient manner. ISD understands and agrees that ETE may outsource, in whole or in part, any of the Services provided under this Agreement to a third party. ISD will approve any expenditures, budgets, plans or documents in a timely manner and otherwise cooperate with ETE as necessary so ETE can perform the Services.

1. Term: This Agreement will begin July 2025 and will end June 2026 (the "Termination Date").

2. Payment to Emergent Tree Education: Amounts invoiced will be for the specific work to be completed and stated on each invoice. Payment should be made to ETE within 30 days of date of invoice. Invoices not paid within the 30-day period will incur interest at the rate established by current government code. ETE reserves the right to terminate Services immediately in the event of non-payment.

Invoice Total By Month:

- **August 2025- \$10,095**
- **September 2025- \$13,700**
- **November 2025- \$20,200**
- **March 2026- \$10,500**
- **June 2026- \$14,900**

3. Termination: This Agreement may be terminated by either party at any time for any reason upon thirty (30) calendar days written notice to the other party. The reasonable monetary value of the Services performed by ETE prior to the Termination Date shall be determined by ETE and paid by the ISD within 30 days of termination of this Agreement. Upon termination of this Agreement, ETE shall have no further obligation to perform the Services.

4. Independent Contractor: ETE is an independent contractor and it is fully understood and agreed upon by the parties that ETE shall have full power and authority to select the means, method, and manner of performing the Services. Nothing herein shall imply a relationship of employment, agency, association of persons, partnership or joint venture between ETE and ISD. ETE shall have no authority to commit ISD to any third party.

5. No Warranty: Except as expressly provided in this agreement, ETE does not make any warranty, express or implied, with respect to the services or the work products, including any implied warranty of merchantability or fitness for a particular purpose. ETE makes no guarantee of results to ISD as a result of the services.

6. Confidential Information: ETE agrees that any information received by ETE during the term of this Agreement, which concern personal, financial, student, or other affairs of ISD will be treated in full confidence and will not be revealed to any other persons, firms or organizations.

7. Consent and Permissions: It is the sole responsibility of ISD to inform parents and stakeholders of work done by ETE, including obtaining appropriate consent, if required, for the Services.

8. Indemnification: To the extent permitted by Texas law, ISD will indemnify and hold harmless ETE from any and all actions, suits, proceedings, liabilities, claims and damages caused by, or resulting from, the acts or omissions by ETE, its employees or agents arising out of this Agreement and its performance of the Services, except to the extent such damages are arise out of the gross negligence or willful misconduct of ETE.

9. Access to Data: ISD agrees to provide necessary data to ETE in order to further the work of this Agreement, and also to allow research study that will enhance the ability of ETE to provide quality service both now and in the future.

10. Ownership of Work Product: All technical data, evaluations, plans, specifications, reports, documents, power point presentations, software, spreadsheets, teaching aides, or other work developed by ETE and used in the delivery of the Services, shall remain the exclusive property of ETE unless otherwise specified in this Agreement, to be used solely for the purposes of the work specified in this Agreement and may not be shared, sold, or distributed in any way to other entities by ISD.

11. Copyright: All rights reserved. No ETE materials - including books, manuals, PowerPoints, videos or software may be reproduced in any form including any electronic or mechanical means or information storage and retrieval systems, without prior permission in writing from ETE. Permission is granted to ISD to reproduce portions of the manual for educational use within the purchasing campuses only. Commercial copying, lending or use for training purposes is prohibited.

12. Unused Contract Days: Any service days that are unused within the contract period will be lost and without refund unless otherwise agreed upon in writing by ETE. Services canceled less than twenty-four (24) hours in advance will be charged in full and may not be eligible for rescheduling. In addition, training days canceled less than two weeks prior to the agreed upon date may be charged an additional fee.

13. Disputes: The parties shall attempt to resolve all disputes concerning the interpretation, application, or enforcement of any term of this Agreement by negotiation. Any controversy or claim arising out of this Agreement, or the breach thereof that is not otherwise satisfactorily resolved through negotiation within thirty (30) days from the date the dispute arose, shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules of the AAA, and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof. The arbitration agreement set forth herein shall not limit a court from granting a temporary restraining order or preliminary injunction in order to preserve the status quo of the parties pending arbitration. Further, the arbitrator(s) shall have power to enter such orders by way of interim award, and they shall be enforceable in court. The place of such arbitration shall be in Travis County, Texas. The parties expressly waive any right to a jury trial of any controversy or claim arising out of or relating to this Agreement.

14. Israel: Pursuant to Texas Government Code Chapter 2270, Emergent Tree Education, Inc. represents and warrants to the ISD that Emergent Tree Education, Inc. does not boycott Israel and will not boycott Israel during the term of this agreement.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings, communications, and agreements

whether verbal or written. No amendment to or modification of this Agreement shall be valid or binding unless in writing and executed by ETE and ISD.


16. Assignment: This Agreement and all of its provisions, rights and obligations shall be binding upon and inure to the benefit of the parties hereto and their respective successors. Neither party may assign this Agreement without the prior written consent of the other party.


17. Governing Law: This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of law principles.

18. Counterparts: This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original and constitute one and the same agreement. Facsimile copies with signatures shall be given the same legal effect as an original.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

<p>Ashley Chohlis achohlis@uvaldecisd.net</p>	
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<p>Stacy Morgan stacy@emergenttree.com</p>	
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Questions? Contact me



Larissa Bradford
Client Support Specialist
larissa@emergenttree.com

Emergent Tree Education
PO Box 200565
Austin, TX 78720
US

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Document History



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01 / 24 / 2025

02:53:34 UTC

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IP: 54.174.52.22



VIEWED

01 / 24 / 2025

02:53:37 UTC

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IP: 136.60.18.126



SIGNED

01 / 24 / 2025

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IP: 136.60.18.126



VIEWED

01 / 28 / 2025

22:35:42 UTC

Viewed by Ashley Chohlis (achohlis@uvaldecisd.net)
IP: 107.127.0.72



SIGNED

01 / 28 / 2025

22:36:12 UTC

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IP: 107.127.0.72



COMPLETED

01 / 28 / 2025

22:36:12 UTC

The document has been completed.