

Contract Agreement

This contract agreed to on January 19, 2024, is between the Institute for Multi-Sensory Education ("IMSE"), whose address is 24800 Denso Drive, Suite 202, Southfield, MI 48033, and the Campbell County School District #1, whose address is 1000 West Eighth Street, P. O. Box 3033, Gillette, WY 82717-3033.

IMSE Comprehensive Orton-Gillingham Plus (30-hour)

A hands-on, personalized session that provides an understanding of IMSE's enhanced Orton-Gillingham method and the tools necessary to apply it in the classroom. After participating in this training, teachers will be better able to assess, evaluate and teach children how to read, write, and spell proficiently.

Teachers will receive training with respect to:

- Phonemic awareness
- Multi-sensory strategies for reading, writing, and spelling
- Syllabication patterns for encoding / decoding
- Multi-sensory techniques for irregular words
- Student assessment techniques
- Guidelines for weekly lesson plans
- Asynchronous fluency, vocabulary, and comprehension



Materials Provided by IMSE:

- *Training and Assessment Manual* by the Institute for Multi-Sensory Education
- *IMSE's Comprehensive OG Plus Teacher's Guides (K-2)*
- *Spelling Teacher's Guide (3rd Grade Plus)*
- *Interventions for All: Phonological Awareness* by Yvette Zgonc
- *Syllable Division Word Book* by the Institute for Multi-Sensory Education
- Phoneme/Grapheme Card Pack by the Institute for Multi-Sensory Education
- Syllable Division Posters by the Institute for Multi-Sensory Education
- Comprehensive OG Plus Practice Packet
- Sets 1-3 Decodable Readers (PDF)
- Asynchronous Fluency, Vocabulary, Comprehension webinar with digital practice packet
- IMSE Blending Board
- Procedural Routine Flip Chart
- IMSE's *Interactive OG 2.0* (free access for one year)
- Access to IMSE's Digital Resource Portal

Participants will need to bring the following supplies to the first day of training:

- Sticky notes
- Yellow highlighter and additional highlighter (different color)

[24800 Denso Drive, Ste 202, Southfield, MI 48033](https://www.imse.org)

T: 800-646-9788

Training Cost

Minimum participants October-April is 25 and May-September is 30

For in-person training, the maximum number of participants is 64.

For training October - April with up to 25 participants, the cost is \$37,750 and \$1,350 for each additional participant up to 29.

For training May - September with up to 30 participants, the cost is \$42,250 and \$1,275 for each additional participant more than 30.

This is a flat fee, which includes tuition, materials, shipping, and instructor travel.

Materials are provided only for participants attending the training dates listed above. The district will be billed according to the above schedule. If the training runs with a smaller number of participants than anticipated but still more than the minimum, a refund may be issued only after the remaining supplies have been returned in good condition to IMSE within 30 days of the final day of the training at:

IMSE Fulfillment Center

Attn: Returns, Order # (IMSE Representative will provide)

35315 Beattie Dr.

Sterling Heights, MI 48312

The district is responsible for the expense of returning any unused supplies. Unused supplies are property of IMSE. Districts can also use extra supplies by registering teachers for virtual training within 30 days of the last scheduled day of the district's training. There will be a charge for re-registration of \$200/participant for any dedicated district participants who cannot take their district training and wish to register for public virtual training.

IMSE will prepare and ship training materials based on the agreed number of participants provided at least 30 days before the start date. Additional participants are welcome; however, IMSE must be notified no less than 15 days before the training start date, and express processing /shipping fees shall apply.

Unless expressly authorized by IMSE in writing, in no event shall all or any part of the training be videotaped or recorded.

A confirmed number of participants and a complete list of email addresses must be provided no less than 30 days before the training date. In the event that the participant count does not meet the minimum, the training is subject to cancellation.

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Make-Up Policy

Participants are only eligible to get up to 6 hours (two videos) of digital makeup days for \$100.

Participants will not be allowed to make up more than 6 hours via video, any missed day beyond one will incur a \$150 fee per day.

They can only make up a day live if they pay a \$150 fee (per day).

The Institute for Multi-Sensory Education reserves the right to cancel. If IMSE must cancel, 100% of the training fee will be refunded.

While IMSE makes every effort to conduct professional learning events on the dates and locations advertised, they are subject to change without prior notice. IMSE reserves the right to change or cancel a professional development event due to low enrollment or factors beyond our control. We will attempt to notify registrants to limit customer inconvenience but we are not liable for any expenses incurred.

Confirmation of Training

IMSE requires the following no less than 45 days before the scheduled training date.

- Signed contract
- Purchase Order
- Completed Logistics Form
- List of participants' names and emails

The district's training date(s) is not guaranteed until these documents are completed.

Cancellation Policy

IMSE requires a cancellation fee of \$2,500 in the event that the School/School District cancels or reschedules the training within 30 days or less of the training start date.

Intellectual Property

IMSE provides various training and related materials, supplements, information, quizzes, tests, questions, articles, and other information including, but not limited to, *IMSE Comprehensive OG Plus Training Manual*, *IMSE Assessment Manual*, *Comprehensive OG Plus Teacher's Guides*, *IMSE Comprehensive Syllable Division Word Book*, *Spelling Teacher's Guide (3rd Grade and Beyond)*, and *IMSE Phoneme/Grapheme Card Pack* (the "Materials"). IMSE authorizes the School/School District to utilize the Materials in connection with the training and for use in the classroom only.

Unless expressly authorized by IMSE, the Materials shall not be copied or reproduced in any fashion. Further, the School/School District shall not modify the Materials in any way or reproduce, share, distribute or utilize them to perform unauthorized trainings.

The School/School District acknowledges that IMSE owns certain trademarks and copyrights hereinafter referred to as the "Intellectual Property."

The Intellectual Property includes all trademark registrations and unregistered trademark usages of IMSE, Reading Venture One LLC, INSTITUTE FOR MULTI-SENSORY EDUCATION, SENSATIONAL SAND, SEE HEAR FEEL THE DIFFERENCE including both word mark and design applications and other certain brands, trademarks and services marks owned and used by IMSE.

The Intellectual Property further includes all copyrights, both registered and unregistered, owned and used by IMSE, any non-registered copyrights in the Materials, any and all authorized or unauthorized video and audio recording created by the School/School District discussing the Materials and any and all authorized or unauthorized modified Materials produced by the School/School District.

IMSE shall have and shall retain ownership of all right, title and interest in and to Materials and Intellectual Property enumerated herein.

Unless expressly indicated otherwise herein by IMSE, even if the School/School District has previously obtained IMSE's written permission to use any Materials, the School/School District agrees to obtain written consent each time before using the Materials enumerated above.

Except as expressly stated herein, the School/School District acknowledges that it has no right, title, or interest of any kind on any legal basis in or to the Materials or the Intellectual Property enumerated above.

Upon termination of this agreement, the School/School District agrees to immediately return to IMSE any printed and/or recorded Materials and/or Intellectual Property that the School/School District may have in its possession or control.

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Indemnification of IMSE

The School/School District, and its successors and assigns shall indemnify and hold harmless IMSE and its members, managers, managing directors, directors, officers, agents, representatives, employees, affiliates, subsidiaries, successors, heirs and assigns from and against any and all claims, liabilities, losses, costs or expenses, including but not limited to actual attorney fees and related costs and expenses, and damages, whether known or unknown, joint or several, incurred by such parties and related to or arising in any manner whatsoever from the performance of this engagement.

IMSE may, but is not required, to engage at the expense of the School/School District separate counsel of our choice in connection with any legal matter to which this indemnification may relate.

Limitation of Liability

IMSE and any of its members, managers, managing directors, directors, officers, agents, representatives, employees, affiliates, subsidiaries, successors, heirs and assigns shall not be liable for any loss or damage except as is a direct result of IMSE's intentional breach of any material provision of this engagement or willful misconduct. In no case shall IMSE be liable for special, incidental, consequential, punitive or exemplary damages, including lost profits or lost savings, whether or not such are foreseeable or IMSE has been advised of the possibility of such damage. IMSE's liability, if any, under or in relation to this engagement and the services hereunder will be limited to the amount of payment actually received by IMSE in relation to this engagement.

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor will be considered to be an agent, distributor, partner, fiduciary, or representative of the other. Except as authorized herein, neither party will act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

Confidentiality

The School/School District shall keep all Materials confidential and shall not sell, publicize, upload, video record, audio record, loan, rent, giveaway, describe, summarize, or otherwise reveal the Materials or their contents to any other person or entity. Any breach of these terms automatically terminates your authorized use of the Materials and may be subject to further action.

Severability

If any portion of this agreement is determined to be invalid or unenforceable, the parties agree that the remainder of this agreement will be valid and enforceable.

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Entire Agreement

This agreement represents the entire understanding of the parties relating to the engagement and may not be amended or modified in any respect except in writing, signed by the parties.

Governing Law

This agreement will be interpreted and construed under the laws of the State of Michigan. The parties further agree that in the event of a dispute regarding this engagement or under this agreement, jurisdiction will be in the United States District Court for the Eastern District of Michigan or the Circuit Court for the County of Oakland. IN ADDITION, THE PARTIES HERETO IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Suspension and Debarment

By signing this agreement, IMSE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gove. Further, IMSE agrees to notify Agency by certified mail should it or any of its agents become debarred, suspended or voluntarily excluded during the term of this agreement.

Attorney Fees

If any action or proceeding is instituted to enforce or interpret this agreement, the party prevailing in such proceeding will recover its actual attorneys' fees and related costs and expenses from the other party.

Notices

All notices required or permitted to be delivered under this agreement will be sent, if to IMSE or the School/School District, at the addresses set forth in this agreement or to such other name or address as may be given in writing to the other party. All notices under this agreement will be sufficient if delivered by electronic mail or overnight mail.

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Dates of the In-Person Comprehensive OG+ Training are:

June 3-7, 2024

8:00 AM - 3:30 PM to include lunch and breaks

in Gillette, WY

30 contact hours

Please sign and return the contract and the school purchase order as soon as possible to:

Email: jessie@imse.com

Signatures below indicate acceptance of the terms outlined in this contract agreement.

Date: _____ Signed: _____

Name: _____

Date: _____ Signed: _____

Name: Jessica Brandon, IMSE Sales Coordinator

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