



## IMSE Comprehensive Orton-Gillingham Hybrid Contract Agreement

This contract agreed to on February 28, 2019 is between the Institute for Multi-Sensory Education ("IMSE"), whose address is 24800 Denso Dr, Suite 202, Southfield, MI 48033, and the Palo Alto Unified School District, whose address is 25 Churchill, Palo Alto, CA 94306.

### IMSE Comprehensive Orton-Gillingham Training (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
- Reciprocal Teaching for reading comprehension
- Multi-sensory techniques for sight words
- Student assessment techniques
- Guidelines for weekly lesson plans

### Materials Provided by IMSE:

- *IMSE Comprehensive Training Manual*
- *IMSE Assessment Manual*
- *Recipe for Reading*
- *IMSE Comprehensive Syllable Division Word Book*
- *Interventions for All: Phonological Awareness*
- *IMSE Phoneme/Grapheme Card Pack*

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

- Red crayon
- Green crayon
- Two Highlighters of varying colors
- Sticky notes
- Notebook
- Scissors
- Glue

### Dates of the training are:

July 29-August 2, 2019

8:00 am - 3:30 am to include lunch and breaks

6 contact hours per day = 30 hours



## Training Fees

Participants	Training Price
10-14	\$13,540.00
15-19	\$18,040.00
20-24	\$22,540.00
1-29	\$27,040.00
30-34	\$31,540.00
35-39	\$35,115.00
40-44	\$39,490.00
45-54	\$45,240.00
55-64	\$52,240.00

*The lower number of participant options are available October-April.*

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. Any extra training materials must be returned to IMSE.

IMSE will prepare and ship training materials based on the agreed number of participants provided at least 30 days prior to the training start date. Additional participants are welcome, however, IMSE must be notified no less than 7 days prior to the training start date and express processing /shipping fees shall apply. If the attendance is less than the number of participants provided to IMSE by the School/School District, then all extra materials must be returned to IMSE, cancellation fees and shipping and handling fees shall apply. The IMSE Instructor will prepare boxes for UPS to return ship; however, it is the School/School District's sole responsibility to make sure that all of the IMSE Instructor boxes are sent back to IMSE via UPS. Unless expressly authorized by IMSE in writing, in no event shall all or any part of the training be videotaped or recorded.

## Hybrid Fees Policy

For hosting the location and providing the ability for additional teachers to attend, the school/district will receive a 5% discount off the tiered price if IMSE registers 5-9 participants, and a 10% discount off the tiered price if IMSE registers 10 or more participants.



## 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 Training Manual*, *IMSE Assessment Manual*, *Recipe for Reading*, *IMSE Comprehensive Syllable Division Word Book*, *How to Teach Spelling*, 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.



### **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**

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.

### **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.

**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.



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

Fax: 248-735-2927

Email: kris.n@imse.com

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

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Kris Neuville, IMSE Administrative Assistant

Date:

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School/School District

Date: