

Quote #281492

Customer Cass Stewart
Date Received 04/01/2024
Payment Method Purchase Order
Payment Status Payment Pending



Billing Address

Union Township Board of Education
149 Perryville Road
Hampton, NJ 08827-0231
United States 908-238-6017
dcleary@uniontwpschool.org

Item	Description	QTY	Price	Total
DTT	District Instructor Training	1	4750.00	4750.00
			Subtotal	\$4,750.00
			Sales Tax	\$0.00
			Shipping	\$0.00
			Adjustments	\$0.00
			Total	\$4,750.00

- IMSE provides quotes for online orders at www.imse.com. Follow the prompts and after submission you can print a pdf and receive an email confirmation with a quote number. IMSE guarantees pricing for 30 days using your quote number. Products are subject to availability at the time of acceptance of quote via PO.
- Tax Exemption Status is a required choice for quote and order submission.
- Quote does not guarantee seat or training registration. Please pay in full with purchase order to guarantee seat.
- IMSE does not offer expedited or international shipping at this time, nor do we hold orders for a later date. In an effort to accommodate the multiple daily orders we receive, we ship upon receipt.
- We know that you would like to start using the products you've ordered as quickly as possible, we have multiple product fulfillment centers. Your orders will arrive in separate shipments. Allow up to 1-2 weeks for delivery.
- If you are not satisfied with the products you've ordered, you may return unopened items within 30 days for a refund. Shipping costs, discontinued and clearance products are non-refundable. The return address is IMSE Fulfillment Center, 35315 Beattie Dr, Sterling Heights, MI 48312.

IMSE NEW INSTRUCTOR DISTRICT AGREEMENT

THIS IMSE NEW INSTRUCTOR DISTRICT AGREEMENT (the "Agreement") is entered into as of _____, 2023 (the "Effective Date"), between **INSTITUTE FOR MULTISENSORY EDUCATION ("IMSE")** a Michigan limited liability company, located at 2000 Town Center Suite 2000, Southfield, MI 48075 and _____ (the "District"), located at _____ (hereinafter referred to individually as a "Party," and collectively as the "Parties").

RECITALS

WHEREAS, IMSE owns all rights, title, and interest in IMSE's 30-Hour Comprehensive OG Plus, 30-Hour Morphology Plus Course, and the Phonological Awareness Course, a proprietary training program developed by IMSE that is designed to teach the Orton-Gillingham approach to literacy to educators of children in kindergarten through third grade or third grade to fifth grade and/or special education;

WHEREAS, the District has chosen an educator(s) (the "Candidate") to participate in the IMSE New Instructor District Program, including the completion of either IMSE Comprehensive OG Plus or Morphology Plus, with the intention of the Candidate becoming authorized to train other District teachers in the IMSE methods;

WHEREAS, the District will pay for the Candidate to complete the IMSE Comprehensive OG Plus and/or IMSE Morphology Plus Course;

WHEREAS, upon receiving a mark of "highly effective" and a passing score on the KPEERI Exam, participating in the IMSE Training Phases and Practicum, the District's Candidate will be eligible to conduct the IMSE Comprehensive OG Plus and/or IMSE Morphology Plus for District employees and others designated by IMSE subject to the terms of this Agreement and IMSE policies and procedures and will receive a limited license for the sole and limited purpose to do so.

NOW, THEREFORE, in consideration of the foregoing, and the mutual obligations and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **District's Obligations and Selection of Candidates.**
 - a. The District shall select a Candidate(s) for participation in the District training

program and shall enroll the Candidate in the IMSE Comprehensive OG Plus and/or IMSE Morphology Plus at the District's expense;

b. Next, Candidate shall participate in the IMSE Comprehensive OG Plus and/or IMSE Morphology Plus Practicum at the District's expense of \$100 application fee and \$2,350 practicum fees;

c. Candidate shall receive mostly "highly effective" marks on practicum observations and obtain a passing score on the KPEERI exam;

d. Next, the Candidate shall go through the interview process, which includes 2 interviews and two reference checks. If invited to the New Instructor Training, the district will pay \$4,750, which will cover the cost of the New Instructor Training, the Training Phase, and IMSE will provide an iPad Pro, an Apple Pen, and an adapter.

e. Next, the Candidate shall personally attend and observe team and individual teaching sessions conducted either in person or virtually by IMSE (the "Training Phase"). IMSE will try to schedule the Training Phases in virtual trainings or trainings within the same state to minimize travel expenses. During the Training Phase, the District shall pay all of the Candidate's travel expenses associated with attendance at the Training Phase. The cost of the Training Phase will vary with each Candidate. In no event shall IMSE be responsible for any of the Candidate's travel expenses or stipends during the Training Phase.

f. It is IMSE's recommendation and professional opinion that the Candidate be trained outside of the District. IMSE will choose the training locations for the training phases based on the availability of veteran/mentor instructors. However, in the event that the District requests and receives approval from IMSE to conduct in-house training, there shall be no reduction in the pricing for the Training Phase due to the training remaining in-house.

g. The District shall supply all necessary technology and equipment for the Training Phase to the Candidate, including, but not limited to, a computer, monitor, internet access, and adapters.

h. In the event that another school district seeks to send candidates of their own to attend the Training Phase at the District, the other district shall be required to pay the full Training registration price. However, the hosting District shall receive Two Hundred Dollars (\$200.00) per outside candidate as reimbursement for hosting said candidate(s).

i. Upon the Candidate's successful completion of the Training Phase, the District shall receive a discounted rate of Seven Hundred Fifty Dollars (\$750.00) per District employee (the "Reduced Rate") for enrollment in the IMSE Comprehensive Plus and/or Morphology Plus being taught by the Candidate. The Reduced Rate includes all Materials (as hereinafter defined), a one-year subscription to IOG (Comprehensive only), and

IMSE's registration costs. The District shall register each District employee for the IMSE Comprehensive Plus and/or Morphology Plus through IMSE. This price is subject to change.

j. If the Candidate is the practicum supervisor for District staff, the cost of the practicum for staff would be retail minus the cost that IMSE typically pays a practicum supervisor. If the Candidate is not the practicum supervisor for District staff, then the price would be retail. All practicum applicants must use the IMSE practicum portal for application and practicum procedure to maintain a record of the practicum.

k. In the event the District hosts a 30-hour training taught by the Candidate, which includes outside district employees, the outside district employees shall enroll (without a discount) for the IMSE Comprehensive Plus and/or Morphology Plus through IMSE and the District will receive \$200 per enrollee.

1. In the event that the District hosts an IMSE Phonological Awareness Course taught by the district instructor, which includes outside district employees, the outside district employees shall enroll (without a discount) for the IMSE Comprehensive OG Plus and/or Morphology Plus through IMSE and the District will receive \$75 per enrollee.

l. The District will allow the Candidate to conduct a minimum of three (3) IMSE trainings during the summer. If the Candidate is a 12-month employee, the District will allow the Candidate to conduct three (3) IMSE trainings during the school calendar year as scheduled and approved by IMSE. These trainings may be in-person and require travel OR may be conducted virtually. Candidate shall receive compensation and reimbursement of reasonable expenses for those trainings from IMSE.

m. The Candidate will stay current with IMSE materials and content by viewing monthly teleconference meetings and attending the yearly IMSE conference (i.e., the Retreat), either physically on-site or via video conferencing. IMSE shall pay the Candidate's reasonable and necessary travel expenses associated with attendance at any required conference;

n. If the Candidate is no longer employed by the district, the iPad Pro is returned to IMSE as it was provided by IMSE. The district is prohibited from training any teachers without an IMSE Master Instructor.

o. District shall schedule IMSE trainings at least 30 days prior to the training date. If the district adds additional participants (resulting in shipping additional supplies) less than 7 days prior to the training, additional shipping fees for express shipping may be applied.

**Learning to Train a New Course- Optional
(after becoming a District Instructor)**

- a. The District shall select a current IMSE district instructor to go through the training phases to learn to teach an additional course, either the Comprehensive OG Plus, the Morphology Plus, and/or the Phonological Awareness Course.
- b. Next, the district instructor shall participate in the IMSE Comprehensive OG Plus and/or Morphology Plus Practicum at the District's expense of \$100 application fee and \$2,350 practicum fees;
- c. Candidate shall receive mostly "highly effective" marks on practicum observations and obtain a passing score on the KPEERI exam, if applicable;
- d. Next, the district will pay \$2500, which will cover the cost of the district instructor learning to lead a new IMSE 30-hour course.
 1. The district will pay \$1000 to cover the costs of the district instructor learning to lead IMSE's 12.5-hour Phonological Awareness Course. There is no practicum required to learn to lead this course.
- e. Next, the district instructor shall personally attend and observe team and individual teaching sessions in person or virtually by IMSE (the "Training Phases"). IMSE will try to schedule the Training Phases in virtual trainings or trainings within the same state to minimize travel expenses. During the Training Phases, the District shall pay all of the district instructor's travel expenses associated with the training phase. The cost of the Training Phase will vary with each district instructor. Shall IMSE not be responsible for any of the district instructor's travel expenses or stipends during the Training Phases.
- f. It is IMSE's recommendation and professional opinion that the district instructor be trained outside of the District. IMSE will choose the training locations for the training phases based on the availability of mentor instructors. However, if the District requests and receives approval from IMSE to conduct in-house training, there shall be no reduction in the pricing for the Training Phases due to the training remaining in-house.
- g. The District shall supply all necessary technology and equipment for the Training Phase to the district instructor, including, but not limited to, a computer, monitor, internet access, and adapters.
- h. If another school district seeks to send candidates of their own to attend the Training Phase at the District of one of our 30-hour courses, the other district shall be required to pay the full Training Phase price. However, the hosting District shall receive Two Hundred Dollars (\$200.00) per outside candidate as reimbursement for hosting said candidate(s).
 1. The hosting district will receive seventy-five dollars (\$75) per outside candidate as reimbursement for hosting said candidate(s) for the Phonological Awareness

Course.

i. Upon the district instructor's successful completion of the Training Phases, the District shall receive a discounted rate of Seven Hundred Fifty Dollars (\$750.00) per District employee (the "Reduced Rate") for enrollment in the IMSE Comprehensive OG Plus and/or Morphology Plus being taught by the district instructor. The Reduced Rate includes all Materials (as hereinafter defined), a one-year subscription to IOG (Comprehensive OG Plus only), and IMSE's registration costs. The District shall register each District employee for any IMSE course through IMSE. This price is subject to change based on the list of materials supplied to the district participants.

1. The district will receive a discounted rate of three hundred dollars (\$350) per district employee (the "Reduced Rate") for enrollment in the IMSE Phonological Awareness Course being taught by the district instructor. The reduced rate includes all Materials (as herein defined) and IMSE's registration costs. The District shall register each District employee for the course.

2. License.

a. Subject to the terms and conditions of this Agreement, IMSE grants to the District during the Term (as defined below) a personal, limited, non-exclusive, non-sublicensable and nontransferable license solely to teach the IMSE Comprehensive OG Plus and/or Morphology Plus to District employees and others specifically designated by IMSE.

b. IMSE reserves all rights not expressly granted to the District under this Agreement.

c. Upon completion of the District Instructor training phases, the District will be considered an IMSE Accredited Partner and be permitted to use an IMSE seal on the District website. If the District Instructor is no longer employed with the District, the District can recommend another Candidate.

d. From and after the Term, the District shall have no further rights with respect to the IMSE Comprehensive OG Plus and/or Morphology, and upon termination, shall immediately cease teaching, or any other use of, the IMSE Comprehensive OG Plus and/or Morphology Plus.

3. Intellectual Property.

a. District acknowledges and agrees that the IMSE Comprehensive Plus and/or Morphology Plus is comprised of various training and related materials, supplements, information, quizzes, tests, questions, articles, and other information, including, but not limited to, the IMSE Comprehensive Plus and/or Morphology Plus Training Manual, the IMSE Assessment Manual, the IMSE Comprehensive Syllable Division Teacher Guide, Interventions for All: Phonological Awareness, the IMSE Phoneme/Grapheme Card Pack, Vocabulary

Handbook, Reading Comprehension Blueprint, IMSE Morphology Card Pack, IMSE Teacher Guides (K-2, Spelling Teacher Guide 3rd Grade Plus, and Morphology Guides), Student Practice Books, and such other materials as may be provided to or accessed by District from time to time (collectively, the "Materials").

b. Unless expressly permitted by this Agreement or authorized in writing by IMSE, District shall not, and shall not permit any other person: (i) to reproduce, perform publicly, display, transmit, or distribute the Materials, in whole or in part, by any means, (ii) translate, recast, edit, alter, modify, or create any derivative works from the Materials, (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Materials to any third party, (iv) remove or alter any trademarks, or other symbols, notices, marks, or serial numbers on or relating to any copy of the Materials, or (v) use the Materials for purposes of benchmarking or competitive analysis of the Materials; developing, using or providing a competing product or service; or any other purpose that is to IMSE's detriment or commercial disadvantage.

c. District acknowledges and agrees that the Materials are loaned, and not transferred, to District. District shall return the Materials in the same condition as provided to District by IMSE, and any authorized or unauthorized reproductions or derivative works thereof, as soon as reasonably practicable upon termination of this Agreement or otherwise upon IMSE's demand. District shall reimburse IMSE for any and all costs associated with replacing or repairing the Materials if they are lost, stolen, damaged, or destroyed while in District's possession or control pursuant hereto.

d. Except for the licenses expressly granted to District in this Agreement, District acknowledges that IMSE owns all rights, title, and interest in and to the IMSE Comprehensive Plus and/or Morphology Plus, including without limitation, the Materials and all Intellectual Property (as defined below) therein, as well as any modifications or improvements made to the Materials by District, whether or not authorized by IMSE, which shall be and hereby are owned by IMSE. If District acquires any rights in the IMSE Comprehensive Plus and/or Morphology Plus by operation of law or otherwise, District hereby irrevocably assigns such rights to IMSE without further action by either party. District agrees not to dispute or challenge or assist any person or entity in disputing or challenging IMSE's rights in and to the IMSE Comprehensive Plus and/or Morphology Plus.

e. "Intellectual Property" means all statutory and/or common law rights throughout the world in, arising out of, or associated with copyrights, trademarks, patents, trade secrets and all other related intellectual property rights and includes, without limitation, (a) all copyrights, registered and unregistered, in the Materials, (b) all registered, pending, and unregistered trademarks of IMSE, Reading Venture One LLC, Reading Venture Two LLC, including without limitation, the marks 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, (c) trade secrets, ideas, processes, formulas, data, know-how, and techniques.

f. Except as expressly stated in this Agreement, the District has no rights, title, or interest of any kind on any legal basis in or to the IMSE Comprehensive Plus and/or Morphology Plus, including, without limitation, the Materials or the Intellectual Property.

4. Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect between the Parties unless properly terminated by one of them upon thirty (30) days written notice (the "Term"). The obligations hereunder shall survive its termination. If the district instructor is no longer employed by the district, the IMSE district instructor contract is null and void. However, the district can identify another district instructor to go through the training process.

5. Indemnification of IMSE. The District, and his or her successors and assignees, shall indemnify and hold harmless IMSE and its members, managers, managing directors, directors, officers, agents, representatives, employees, affiliates, subsidiaries, successors, heirs and assignees 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 Agreement.

6. Limitation of Liability.

a. IMSE and any of its members, managers, managing directors, directors, officers, agents, representatives, employees, affiliates, subsidiaries, successors, heirs and assignees 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 Agreement 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 Agreement will be limited to the amount of payment actually received by IMSE pursuant to this Agreement.

b. It is understood and agreed that each Party 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 in this Agreement, 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 Party.

7. Confidentiality. From time to time, IMSE may disclose or make available to District information about its business affairs, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, including business operations and strategies, marketing, creative elements, artwork, visual representations, research material and data, specifications, processes, and technological developments, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). District shall: (i) protect and safeguard the confidentiality of IMSE's Confidential Information with at least the same degree of care as District would protect its own Confidential Information, but in no event

with less than a commercially reasonable degree of care; (ii) not use IMSE's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except pursuant to applicable federal, state, or local law or regulation, or a valid order issued by a court or governmental agency of competent jurisdiction, provided that District shall first make commercially reasonable efforts to provide IMSE with: (1) prompt written notice of such requirement so that IMSE may seek, at its sole cost and expense, a protective order or other remedy; and (2) reasonable assistance, at IMSE's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior communications, representations, agreements and understandings between the Parties, whether oral or written. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assignees.

9. Severability. If any portion of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement will be valid and enforceable.

10. Counterparts; Facsimile/PDF Signatures. This Agreement may be executed in multiple separate counterparts, each of which shall be deemed to be an original, and all such separate counterparts shall constitute but one instrument. Signatures of the Parties transmitted by facsimile, portable document format (“.pdf”) or other electronic means shall be deemed to be their original signatures for all legal and other purposes.

11. No Assignment. District may not assign, whether voluntarily or by operation of law, or delegate this Agreement without the prior written consent of IMSE. Any purported assignment or delegation of this Agreement, in whole or in part, without the prior written consent of IMSE shall be void and of no effect.

12. Governing Law and Venue. This Agreement shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Michigan, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan. Any action brought by any Party hereto shall be brought within the State of Michigan, County of Oakland.

13. 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 attorney’s fees and related costs and expenses from the other Party.

14. Notices. All notices required or permitted to be delivered under this Agreement will be sent, if to IMSE or the 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.

15. Nondiscrimination. IMSE will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. IMSE agrees to post in conspicuous places, available to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.

The Parties have executed this Agreement as of the Effective Date.

DISTRICT Union Township Board of Education

Signature: _____

Name: _____

Title: _____

Date: _____

IMSE Representative



By:

Name: Jeanne M. Jeup

Title: CEO

