



institute for
**multi-sensory
education**

Contract Agreement

This contract agreed to on March 21, 2022, is between the Institute for Multi-Sensory Education ("IMSE"), whose address is 24800 Denso Drive, Suite 202, Southfield, MI 48033, and the Kentucky Educational Development Corporation, whose address is 904 West Rose Road, Ashland, KY 41102.

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
- Blending Board
- Free trial IMSE's *Interactive OG 2.0*
- Access to IMSE's Resource Portal

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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, shipping and handling fees shall apply. The IMSE Instructor will prepare boxes for FedEx 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 FedEx. Unless expressly authorized by IMSE in writing, in no event shall all or any part of the training be videotaped or recorded.

Confirmation of Training

We require your signed contract within one month of the stated contract date. Until we have a signed contract with you, your contract/training date is not guaranteed.

Cancellation Policy

IMSE requires a \$1000 cancellation fee, in the event that the School/School District cancels or reschedules the training within 30 days of the training start date.

IMSE shall have the right to cancel and/or reschedule the training in its sole discretion. If the School/School District cancels and/or reschedules the training within 30 days of the training start date, then the School/School district shall pay IMSE the \$1000.00 fee.

Coronavirus Waiver for In-Person Trainings

Coronavirus/COVID-19: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person related contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of large groups of people. The Institute for Multi-Sensory Education, L.L.C. ("IMSE") cannot guarantee that you will not become infected with COVID-19 when participating in a Training. Furthermore, engaging in a Training could increase your risk of contracting COVID-19.

By signing this Agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by engaging in a Training and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at a Training may result from the actions, omissions, or negligence of myself and others, including, but not limited to, IMSE owners, employees, volunteers, or other participants.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to me (including, but not limited to, personal injuries, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at a Training. On my behalf I hereby release, covenant not to sue, discharge, and hold harmless IMSE, its owners, members, employees, contractors, agents, and representatives, of and from the claims related to COVID-19, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to the virus. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of IMSE, its owners, members, employees, contractors, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Training.

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

August 1-5, 2022

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

in Ashland, KY

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: 04/10/2022 Signed: Abby Laber

Name: Abby Laber

Date: _____ Signed: _____

Name: Jessica Brandon, IMSE Sales Coordinator

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