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*The mission of the US Math Recovery Council® is
To transform numeracy education
To connect research with practice
To empower educators to advance student mathematical thinking and success
...through Math Recovery® principles.*

US Math Recovery Council® Service Contract: Trainings Requesting a Contracted Instructor

This service contract is made effective on **1st day of May 2018** between the US Math Recovery Council® (USMRC) and **Campbell County School District**.

1. Engagement

Customer agrees to engage US Math Recovery Council® (USMRC) to provide training services and educational materials under the stated terms and conditions of this Agreement. USMRC agrees to perform work and is qualified to deliver such professional development in a satisfactory manner.

2. Description of Services and Deliverables

- Add+VantageMR® Course 1 (AVMR 1)
- Add+VantageMR® Course 1 (AVMR 1) is a four-day course that includes dynamic, diagnostic, individual assessments in number words and numerals, structuring numbers, and addition and subtraction strategies. The assessment, data collecting, and teaching tools accelerate the educator's ability to recognize the students' current levels of numeracy understanding to make data-driven instructional decisions. AVMR 1 is beneficial for anyone working or supervising others in the area of mathematics. It is most appropriate for pre-kindergarten through elementary, as well as for middle school educators who work with students that have fallen at least two years behind standards. AVMR 1 is a prerequisite to AVMR 2. (**July 9 – July 12, 2018**)

3. Performance

USMRC is committed to delivering quality in training through research-based materials and highly skilled instructors. All work will be done in a competent and professional fashion. After participating in USMRC professional development, teachers should be able to share trends observed during assessment and data collection, specific individual student strengths and weaknesses in both skills and understandings, and possible intervention ideas to advance student understanding and skills.

4. Term of Agreement

This contract shall provide services for the following dates: **July 9, July 10, July 11, July 12, 2018**.

5. Consideration

In consideration of the services to be performed under this Agreement, customer will pay USMRC the rate of **\$995** for 12 to 16 participants, **\$895** for 17 to 20 participants, or **\$795** for 21 to 24 participants (+ applicable sales/use tax) per attendee enrolled in the training. These rates include the educational materials, materials shipment to location, instructor fees, and travel expenses to perform and deliver corresponding instruction. Payment shall be made to **US Math Recovery Council® located at 14665 Galaxie Avenue, Suite 200, Apple Valley, MN 55124**.

Payment: Purchase Order should be submitted to the USMRC office at **least 6 weeks** prior to the start of the training. Purchase orders will be processed on the first day of the training.

Late Enrollees: A set of materials must be purchased for each participant of the training to support the education being delivered. Late additions to the course will incur additional shipping and handling charges to expedite material delivery. These charges will vary depending on the time frame between the training and the additional materials request, as well as shipping constraints.

6. Minimum Capacity Requirements

- Each AVMR course in a school district shall consist of four consecutive days of training and must meet an average of a 12 participant minimum.

A training may be held without meeting the minimum capacity requirements if the customer supports the difference of the training fees between the minimum capacity requirement and the actual enrolled capacity.

Four weeks prior to the training start date, if enrolled participants do not satisfy the minimum capacity requirement and customer has not agreed to financially match the difference, USMRC is entitled to cancel the training.

A maximum capacity of 24 individuals per training shall also apply. To ensure quality and participant-focused instruction, every attempt will be made to provide a second instructor for trainings that grow to exceed 24 individuals. Trainings that grow to exceed 24 participants with fewer than four weeks' notice in advance of the training start date cannot guarantee a second instructor.

7. Customer Cancellations

Given at least six weeks written notice in advance of the proposed training start date, a customer may cancel training and receive a full payment refund for any payments submitted or collected.

8. Insurance and Indemnification

USMRC will carry general liability, workers compensation, and professional liability insurance. The customer shall indemnify and hold harmless USMRC, its agents and employees from and against any damages, claims, losses, and expenses arising out of or resulting from work conducted by USMRC, its agents and employees while completing services under the terms of this Agreement.

9. Enforceability

In case any one or more of the provisions of this Agreement shall be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby. If any restriction in this Agreement is deemed by a court to be overbroad, both parties expressly authorize the court to impose the broadest limitations permissible under the law.

10. Intellectual Property and Materials Ownership

Customer acknowledges and agrees that all of the Work Product produced or developed heretofore or during the term of this Agreement is the sole and exclusive property of USMRC. Customer acknowledges and agrees that USMRC shall have all proprietary rights in and to the Work Product, including, without limitation, all copyrights, patents and trade secret rights, all moral rights, all contract and licensing rights, and all claims and causes of action of any kind with respect to any of the foregoing, whether now known or hereafter to become known, and that USMRC shall have the sole and exclusive right to use, modify and exploit the Work Product in any manner that USMRC may choose.

11. Host District Preparation Logistics and Responsibilities:

Training Equipment and Children Needed:

- District will arrange access to children for assessment interviews (one child per participant) on the morning of Day 3 of **AVMR C1 AVMR C1** will also requires video recording cameras for each pair of participants during the assessments. Laptops, iPads and other recording devices also work well for recording and playback.
- District will provide presentation equipment: Projector, High Quality Audio Speakers & Document Camera
- General Supplies: chart paper, easel markers, post-its markers, masking tape
- Wifi or Internet connection for participants
- Video Consent Forms: Are available as a downloaded .pdf on the electronic proposal received

Room Arrangement:

- Tables with workspace and adult size, comfortable chairs, 4-6 people per table
- 1 presentation equipment table with 2 chairs
- 1 supplies table

In Witness Whereof, the duly authorized representatives of the parties execute this Agreement as set forth below:

Michael Busch, Outreach and Training Manager
USMRC Printed Name, Title

Michael Busch
USMRC Signature

5/1/2018
Date

Customer Printed Name, Title

Customer Signature

Date