

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Gregory Merwin, Associate Superintendent, Education and Support Services

Prepared by: Peggy Baerst, Executive Director, Curriculum and Instruction, General and Special Education, PK-5

Date: November 09, 2022

Board Item: Agreement with Institute for Multi-Sensory Education

HISTORY

This is an annual item. The Orton-Gillingham teaching method includes instruction on the science of reading and the importance of a Structured Literacy program. Teacher outcomes include an understanding of how to assess and teach students with dyslexia as well as how to support students in all 3 tiers of academic intervention in literacy.

BACKGROUND INFORMATION

The District's Multi-tiered System of Supports (MTSS) plan depends upon building capacity at every elementary school to develop and implement a systematic school-wide intervention and extension system. Orton-Gillingham training will provide the critical literacy strategies and skills to provide support and intervention to students in the fundamentals of literacy. Comprehensive training and materials in Orton-Gillingham will be provided for each elementary school's MTSS Specialist and Special Education Specialists on Orton-Gillingham. This training will support the implementation of academic interventions for students who need additional support in literacy, including students with dyslexia and students with dyslexic tendencies.

CURRENT CONSIDERATIONS

An agreement with the Institute of Multi-Sensory Education will provide a consultant that will offer an in-person comprehensive training and materials for grades 1-3 General Education teachers and new Education Specialists on Orton-Gillingham. Up to 55 teachers will participate in a 5-day comprehensive Orton-Gillingham training March 27, 2023, through March 31, 2023.

FINANCIAL IMPLICATIONS

The cost is approximately \$75,000 for trainer fees and materials funded by Educator Effectiveness.

STAFF RECOMMENDATION

Approval of Agreement with Institute for Multi-Sensory Education.

PREPARED BY: Peggy Baerst, Executive Director, Curriculum and Instruction, General and Special Education, PK-5

APPROVED BY: Gregory Merwin, Associate Superintendent, Education and Support Services



Contract Agreement

This contract agreed to on July 22, 2022, is between the Institute for Multi-Sensory Education ("IMSE"), whose address is 24800 Denso Drive, Suite 202, Southfield, MI 48033, and the Capistrano Unified School District, whose address is 33122 Valle Road, San Juan Capistrano, CA 92675.

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
- Free trial IMSE's *Interactive OG 2.0*
- Access to IMSE's 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)

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Training Cost

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

For “small” trainings (only available October - April) with up to 25 participants the cost is \$37,750 and then \$1,350 for additional participants up to 29 participants .

For “medium” or “large” trainings with 30 participants or more, the cost is \$42,250 plus \$1,275 for each additional participant over 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 (minimum training size October - April is 25, minimum training size May-September is 30,), a refund may be issued only after the remaining supplies have been returned in good condition to IMSE within two weeks of the final day of the training at:

IMSE Fulfillment Center
Attn: Returns
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 sending teachers to virtual trainings before 12/31/23. There will be a charge for re-registration of \$250/participant for any dedicated district participants who cannot take their district training and wish to register for a public training.

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 10 days prior to 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.

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Make-Up Policies for Public Trainings

Make-up days: If a participant needs to make up more than one day of training, there will be a \$100 fee for each make-up day needed.

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 signed agreement no less than 30 days prior to the scheduled training date. Until we have a signed contract with you, your contract/training date is not guaranteed.

Cancellation Policy

IMSE requires a cancellation fee of 50% of the value of the contract, in the event that the School/School District cancels or reschedules the training within 30 days of the training start date.

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COVID 19 Post Vaccine Protocol for IMSE's In-Person Trainings

In preparation for running live in-person trainings for districts again, IMSE has developed the following protocol:

- All existing state executive health orders must be communicated to the trainer and the participants ahead of time, and be followed during the entire training.

In addition to any state executive orders, IMSE is requesting that the client commits to the following:

- Participants must be socially distanced, at least 3 feet, from the trainer at all times.
- Face masks are required at all times for any participant who has not been vaccinated
- IMSE requests that participants monitor their own health and verify that they are not ill, to the best of their ability, every morning before attending the training.

IMSE commits to the following:

- IMSE will only send trainers who have been fully vaccinated to conduct live in-person trainings.
- The trainer is responsible for checking their own temperature and verifying that they are not ill, to the best of their ability, every morning before attending the training.
- In addition, they must :
 - not have been in contact with a COVID-19 patient in past 14 days
 - not have traveled out of the country in the past 14 days
 - be free of COVID 19 symptoms: cough, shortness of breath, fever
- If a trainer becomes ill, the remaining days of the training will be rescheduled or conducted virtually.

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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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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.

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:

March 27-31, 2023

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

in San Juan Capistrano, CA

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: Cary Johnson, Asst. Superintendent Curriculum & Instruction

Name: _____

Date: _____

Signed: _____

Name: Jessica Brandon, IMSE Sales Coordinator

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