



Progressive Mastery Learning, LLC
Teach Better Team

2250 Lynnwood Dr.
Stow, OH 44224
e-mail: jeff@teachbetter.com
phone: 330.770.1583
website: www.teachbetter.com

PROFESSIONAL DEVELOPMENT WORKSHOP PROPOSAL:

This document will outline and serve as an agreement between **Harlem USD 122** (hereinafter "Client") and Progressive Mastery Learning, LLC ("PML"), as to how the proposed services, consultation, and implementation of training and support will be provided.

SERVICE:	DESCRIPTION:	COST:	QTY:
Virtual 1/2 Day Session - 90 Minutes + Extended Learning Assignment Date: January 14, 2022	From Progress to Mastery: In this session learners will...1) Gain a greater understanding of the learning process. 2) Begin to develop strategies and systems for assessing learning as a process. 3) Gain a greater understanding of how to measure mastery. 4) Begin to develop strategies for instruction aligned to mastery. This training will be delivered via zoom.	\$3,500.00	1
TOTAL INVESTMENT / COST:		\$3,500.00	

TERMINATION

This Agreement may only be terminated:

- If one party commits a material breach of any provision of this Agreement (the breaching party) and such party fails to cure the same within twenty (20) days after receiving written notice specifying such breach. If such breach cannot reasonably be cured within 20 days, the breaching party may request a longer period of time as may be reasonably necessary to effect such cure by furnishing to the non-breaching party within such 20 day period a feasible plan demonstrating that it is capable of curing the breach and diligently proceeds to implement such plan to completion. Such extension is permitted solely at the express agreement of the non-breaching party.
- In the event that either party (a) becomes insolvent, is dissolved or liquidated; (b) files or has filed against it a petition in bankruptcy and, in the case of an involuntary petition, such petition is not dismissed within 30 days; or (c) ceases conducting business in the ordinary course.

CANCELLATION OF EVENT

If the event is to be cancelled by **client** for any reason, at any time, the Total Investment due shall adjust according to the time-based fee progression listed below. All time frames below remain relative to the Service Date(s) listed above.

- If cancelled any time after execution of this agreement: 10% of the Total Investment listed above will be owed.
- If cancelled 60 or fewer days before the event date: 15% of the Total Investment listed above will be owed.
- If cancelled 30 or fewer days before the event date: 20% of the Total Investment listed above will be owed.
- If cancelled 15 or fewer days before the event date: 25% of the Total Investment listed above will be owed.
- If cancelled 7 or fewer days before the event date: 50% of the Total Investment listed above will be owed.

FORCE MAJEURE

In the event that either party is unable to perform its obligations under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean fire, earthquake, flood, act of God, riots or civil commotions, litigation, war or other act of any foreign

nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of either party.

COVID-19 / CORONAVIRUS AND SCHOOL CLOSURES

Both parties agree that if, due to restrictions caused by the COVID-19 / Coronavirus Pandemic, services must be delivered virtually, this shall not constitute force majeure or a breach of contract by PML. Client agrees that PML is ready and able to deliver all services virtually, and both parties agree that such delivery of services shall not negatively affect the value of any services described herein. In the instance of services needing to be delivered virtually, travel expenses shall be deducted from the total amount owed, as stated in the "PAYMENT" section below, and Client agrees to pay the adjusted TOTAL DUE as outlined below.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. All changes to this Agreement must be in writing and signed by both parties. It is understood and agreed that e-mail correspondence shall not constitute "a writing" to this agreement unless expressly included herein.

PAYMENT *(Invoice will be sent once proposal is signed. All checks should be made payable to "Progressive Mastery Learning")*

- **TOTAL DUE: \$3,500.00**
 - Due within Thirty (30) Days of service date.

Agreement and Signatures

By signing and dating below, both parties hereto agree to the terms set forth in this Agreement. Upon execution of this Agreement, all services to be provided by PML and all fees to be paid by **Client**, and the schedule of fees and schedule of services, shall all be considered agreed upon by both parties. This Agreement will be considered executed on the date listed below.

Progressive Mastery Learning, LLC Representative

Harlem USD 122 Representative

Chad Ostrowski, CEO

Joshua Aurand CSBO
Representative Name Title

 12/20/21
Signature Date

 1/12/2022
Signature Date