

Browning Public Schools
Board Agenda Request
Meeting To Be Held: 6/13/17



Recognition: Students Staff Parents
Information: Building Report Old Business Superintendent's Report
Action: Resignation Hiring Contract Service Agreements
 Travel Out-of-State Travel In State Approvals
 Termination Legal Matters Other:
 This action request pertains to Elementary (only) High School/District Wide

Date: 6/7/17

To: **John Rouse**
 Superintendent

From: Jeri Matt
Title: Curriculum Director

Subject: **AVID summer PD**

Description: Two day AVID professional development for BHS and BMS. Onsite trainer cost

Justification (District Goals): staff input for curriculum adoptions

Financial Impact: \$ 8,360.00

Funding Source (Budget/grant, etc.): 215.60.420.2213.330.128 (School Support Grant)

Attachment(s): contract service agreement

Approval: Superintendent's Office/Finance/Personnel as applicable (Initial) _____

Comments: _____

Board Action: N/A (Info) Approved Denied Tabled to: _____



AVID Path to Schoolwide Training Agreement

This **AVID Path to Schoolwide Training Agreement** ("Agreement") entered into this **5th day of June 2017**, by and between **AVID Center**, (or "AVID"), a nonprofit corporation having its principal place of business at 9246 Lightwave Avenue, Suite 200, San Diego, CA 92123 and **Browning Public Schools** (hereinafter referred to as "Client"), having its principal place of business at **129 1st Avenue SE, Browning, MT 59417**.

Section 1. Training Details.

Training: AVID Path to Schoolwide Training

Strand	Dates	Time	Anticipated Number of Participants
AVID Academic Language and Literacy: A Schoolwide Approach	08/17-18/2017	830a-4p	19

Description:

AVID Academic Language and Literacy: A Schoolwide Approach

This strand is designed for schoolwide content teachers to support academic language and literacy in elementary through higher education classroom settings. Utilizing WICOR with intentional language development practices, participants will engage in fostering culture and language development while increasing listening, speaking, reading, and writing literacy for Academic Language Learners. All students are Academic Language Learners; therefore, AVID Schoolwide team members will experience opportunities to gain insight and align philosophies, resulting in ALL truly meaning ALL on the road to college and career success.

Prerequisite: None

Curriculum: AVID Academic Language and Literacy: A Schoolwide Approach

Location: Browning High School – 105 HWY 89, Browning, MT 59417

Shipping Contact: John Salois - 105 HWY 89, Browning, MT 59417

Section 2. Training Requirements.

The coordination and funding for the training space is the sole responsibility of Client. The Client will register its participants in AVID's MyAVID system at my.avid.org.

In order to ensure quality training, the training space should be arranged as described below:

Each meeting room should be able to comfortably accommodate all participants with adequate seating and desk space. Client shall not allow the number of participants in any strand to exceed the room capacity. Should registrations increase to a point at which, in AVID's sole discretion, it becomes necessary to add a strand, AVID shall notify Client and the Client shall have the option to add the strand or decrease their number of registrations in such strand.

In order to provide a quality presentation, the following pieces of equipment should be provided, set up and tested for function prior to the start of the training:

- LCD Projector and Screen
- Chart paper and easel

Section 3. Price and Payment Terms.

Pricing Schedule Per Strand Section

0-19 participants = \$8,360.00 per strand

20-29 participants = \$440 per participant

30+ participants = \$410 per participant

Incentive for overall participation at professional learning event:

Price per participant is reduced as group size increases:



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\$10 pp discount for 50–99 total paid participants
\$20 pp discount for 100–149 total paid participants
\$30 pp discount for 150–199 total paid participants
\$40 pp discount for 200–249 total paid participants
\$50 pp discount for 250+ total paid participants

Minimum Contract Fee: \$8,360.00

Client agrees to pay AVID whichever is greater:

- a) the Minimum Contract Fee as listed herein;
- b) for each strand, the number of registrations in MyAVID as of the first date of the strand(s) listed herein, multiplied by the appropriate rate according to the Pricing Schedule herein, including the incentive discount; or
- c) for each strand, the actual number of participants that received training as indicated by the official sign-in sheets that are maintained on-site by the staff developer, multiplied by the appropriate rate according to the Pricing Schedule herein, including the incentive discount. The Parties agree to confer in good faith should any dispute arise regarding the count of actual number of participants.

AVID will invoice Client after the training has taken place; payment is due within 30 days from receipt of invoice.

Section 4. General Provisions.

Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID.

Title: Title to the AVID Trademarks, AVID Materials and AVID Methodologies shall always remain with AVID. Client shall not acquire any right, title or interest in the AVID Trademarks, AVID Materials or AVID Methodologies except the right to use the same pursuant to this Agreement. Client's use of the AVID Trademarks, AVID Materials and AVID Methodologies shall inure to AVID's exclusive benefit.

Proprietary Rights: The parties agree that AVID shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID's applications or registrations thereof, or the validity or enforceability of AVID's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

Cancellation Clause: If the Agreement is cancelled by the Client after 07/17/2017, Client shall pay AVID Center an amount equal to 25% of the Minimum Contract Fee listed above. The parties hereby agree that the damages incurred as a result of cancellation would be difficult for the two parties to arrive at, therefore hereby agree to use the foregoing calculation as liquidated damages. Client agrees to notify AVID Center of such cancellation within two business days of learning of the need of cancellation. AVID Center agrees that upon payment of the liquidated damages, it will not seek further relief.

AVID Center reserves the right in its sole discretion to cancel any strand for any reason, including but not limited to unavailability of trainer(s), until 07/24/2017. AVID Center will notify Client of such cancellation in a timely manner.

Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Client Warranty: Client warrants that it will only allow participants that are directly affiliated with the Client to attend the strand(s).



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Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

Indemnification: Client shall indemnify and hold AVID harmless from and against any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges (collectively, "Claims") to the extent that such Claims arise out of or were caused by the negligence, gross negligence, or willful misconduct of the Client or from any breach of the Agreement by Client.

Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format.

Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

The Parties hereby indicate their agreement to the foregoing:

Authorized Signature
AVID

Date

John E. Beloit

Authorized Signature
Browning Public Schools

6-5-17

Date