

Step By Step Learning, LLC Services Agreement

AGREEMENT made this ____ day of _____, 2018, by and between **Step By Step Learning, LLC**, a Pennsylvania Limited Liability Company, with offices in Whitehall, Lehigh County, Pennsylvania, hereinafter called "SBSL", and **Galion City Schools** hereinafter called "Client".

WHEREAS, SBSL will provide a professional development model that requires that Client teachers and Administrators participate.

NOW, THEREFORE, the parties hereto, in consideration of the premises herein, and other good and valuable consideration, the parties expressly intending to be legally bound, hereby agree as follows:

1. SBSL will provide services as listed in "Exhibit A".
2. Client agrees that Client teachers trained will progress monitor each at risk student at a frequency of every week (7 days) for intensive at-risk students and every 10-14 days for strategic at-risk students and once per month for cut-line Benchmark students throughout the school year.
3. At the direction of the Principal, SBSL staff members will be available to meet with the Principal at the end of each day the SBSL consultant is visiting the building. The meeting is at the sole discretion and responsibility of the Principal to schedule and to be available at convenient times to the SBSL consultant. Convenient times are defined as either an hour before or an hour after regular school hours.
4. Client agrees that the Principal is expected and required to attend and actively participate in at least one complete session of each of the different types of training conducted by SBSL, as described in this Agreement and its Exhibits. When a Principal is absent at any of the trainings described in this Agreement, Client agrees that an SBSL consultant will re-teach the material at an additional fee of \$4000 per day of missed training. Any one-half (1/2) day training session missed will be charged for a full day due to travel and labor expenses.
5. Client agrees that SBSL has the express right to utilize, review, publish, report, and present the assessment results gathered at Client in accordance with the limitations set forth in paragraph 9 of this Agreement. SBSL agrees to comply with all existing privacy laws. The Client further agrees and authorizes SBSL to have full access to all of the data with an approved administrative username and password to any website and/or data warehouse that stores any assessment data of the students that have attended or are currently attending Client's School District through 2028 school years.
6. Services total \$179,300. A Purchase Order in the amount of \$179,300 is to be written to Step By Step Learning, LLC for services described in this Agreement no later than July 6, 2018. All communications are to be sent to: Step By Step Learning, LLC, PO Box 230, Whitehall, PA 18052-0230, Attn: Michael Grabarits. All invoices are due no later than July 20, 2018. Any unpaid balance will be subject to a 1% monthly late penalty assessment.
7. Client shall not, either directly or indirectly, employ, hire for consulting, recruit, solicit, or attempt to induce any SBSL employee/contractor/associate during the term of this agreement and for a period of three (3) years following the expiration of this agreement without the expressed written permission of the President of SBSL.
8. Confidentiality of Records. SBSL acknowledges and agrees that it may be provided with "personal identifiable information" out of the students "educational records" as those terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C.A. 1232 (g), et seq.) As such, SBSL agrees to utilize any such

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information for the sole purpose of assisting the Client to improve its educational program and that SBSL will maintain the confidentiality of the personally identifiable information consistent with the requirements of the Family Educational Rights and Privacy Act, its regulations, and the regulations of the Commonwealth of Pennsylvania.

9. Weather related cancellation will be rescheduled as close as possible to your original training date. Any other cancellations or requests to reschedule will require **14 business days notice** in order to reassign our staff and accommodate the SBSL consultant for their travel. SBSL cannot guarantee we will be able to accommodate your request due to the heavy volume of training dates at specific times of the year. Please note that you may be subject to an additional fee of \$4,000 per day needing to be rescheduled should the rescheduled date incur additional travel fees or loss of training revenue.

10. The terms and conditions in paragraphs 5, 6, 7, 8, 9, 11, 12, 13, 14 and CHOICE OF LAW, FORUM survive the expiration of this Agreement. In the case that SBSL cannot complete all of the services outlined in this Agreement during the life of this agreement, SBSL agrees to be retained an additional year to complete all services outlined in this Agreement at no additional charge to the Client.

11. CLIENT AGREES THAT ALL COMMUNICATIONS BETWEEN CLIENT TEACHERS AND SBSL DURING ANY MODELING OR COACHING SESSION WILL REMAIN CONFIDENTIAL BETWEEN THE TEACHER AND SBSL.

12. CLIENT ACKNOWLEDGES THAT THE METHODOLOGIES, MATERIALS, AND TECHNIQUES PROVIDED BY SBSL TO CLIENT UNDER THIS AGREEMENT (THE "SBSL MATERIALS") ARE PROPRIETARY TO SBSL AND NOT GENERALLY KNOWN BY THE PUBLIC. CLIENT AGREES THAT IT WILL NOT SHARE, TRANSFER, OR DISSEMINATE THE SBSL MATERIALS WITH OTHER SCHOOL DISTRICTS, ENTITIES, AND/OR INDIVIDUALS OUTSIDE OF CLIENT'S SCHOOL DISTRICT, WHETHER FOR PROFIT OR NOT. CLIENT ACKNOWLEDGES THAT ANY VIOLATION OF THESE RESTRICTIONS ON THE USE OF THE SBSL MATERIALS WOULD CAUSE IRREPARABLE HARM TO SBSL THAT COULD NOT BE COMPENSATED BY MONEY DAMAGES ALONE. ACCORDINGLY, CLIENT AGREES THAT, AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO SBSL, SBSL IS ENTITLED TO INJUNCTIVE RELIEF TO ENJOIN ANY ACTUAL OR THREATENED VIOLATION BY CLIENT AND/OR ITS EMPLOYEES OF THESE RESTRICTIONS. CLIENT FURTHER ACKNOWLEDGES THAT IN THE EVENT IT OR ITS EMPLOYEES VIOLATE THESE RESTRICTIONS, SBSL SHALL BE ENTITLED TO RECOVER FROM CLIENT LIQUIDATED DAMAGES IN THE AMOUNT OF THE ENTIRE COST OF THE SERVICES PROVIDED BY SBSL UNDER THIS AGREEMENT, NOT AS A PENALTY, BUT AS A REASONABLE APPROXIMATION OF THE HARM CAUSED TO SBSL BY SUCH VIOLATION.

13. SBSL IS NOT AFFILIATED IN ANY WAY WITH, OR AUTHORIZED OR CERTIFIED BY, AMPLIFY AND THEREFORE CANNOT AND WILL NOT WARRANT ANY AMPLIFY PRODUCT. ADDITIONALLY, SBSL HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF ALL PRODUCTS OR MATERIALS RECOMMENDED OR SOLD BY SBSL TO THE CLIENT. ANY ISSUES OCCURRING WITH A PRODUCT MUST BE HANDLED DIRECTLY WITH THE MANUFACTURER OR PUBLISHER.

14. THE AGENT SIGNING ON BEHALF OF THE CLIENT HEREBY WARRANTS THAT HE/SHE HAS THE EXPRESS WRITTEN AUTHORITY GRANTED BY THE CLIENT'S BOARD OF DIRECTORS TO ENTER INTO CONTRACT WITH SBSL FOR THE SERVICES MENTIONED IN THIS AGREEMENT AND

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WILL BE HELD PERSONALLY LIABLE FOR ALL AMOUNTS DUE IF A COURT OF COMPETENT JURISDICTION FINDS OTHERWISE.

CHOICE OF LAW, FORUM. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, USA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW, AND ANY ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT SHALL BE INITIATED AND MAINTAINED EXCLUSIVELY IN THE COURTS OF PENNSYLVANIA.

General Provisions. This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral. This Agreement is expressly limited to its terms and may be modified or amended only by a writing signed by an authorized representative of each party hereunder. Neither this Agreement nor any rights or obligations hereunder may be transferred or assigned by Client without SBSL's prior express written consent and any attempt to the contrary shall be void. Any provision hereof found by a court of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof in future occasions. Each party's rights under this Agreement are in addition to those rights it has under the common law or applicable statutes for the protection of trade secrets. Headings are for reference purposes only and have no substantive effect. In the event any party brings any actions related to or arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Step By Step Learning, LLC

Galion City Schools

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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“Exhibit A”

Kindergarten, First Grade, and Second Grade

1. **Fall Data Analysis/Instructional Planning:** Six (6) kindergarten teachers, six (6) first-grade teachers, six (6) second grade teachers, two (2) Title I teachers, four (4) special education teachers, and two (2) administrators will be trained. Fall Data Analysis/Instructional Planning requires one (1) day per grade level. Three (3) days total are needed. District team members will co-facilitate part of the day in order to build local capacity.
2. **Fall Student Intervention Response:** Six (6) kindergarten teachers, six (6) first-grade teachers, six (6) second grade teachers, two (2) Title I teachers, four (4) special education teachers, and two (2) administrators will be trained. Two (2) days total are needed. District team members will co-facilitate part of the day in order to build local capacity.
3. **Winter Data Analysis/Instructional Planning:** Six (6) kindergarten teachers, six (6) first-grade teachers, six (6) second grade teachers, two (2) Title I teachers, four (4) special education teachers, and two (2) administrators will be trained. Winter Data Analysis/Instructional Planning requires one (1) day per grade level. Three (3) days total are needed. District team members will co-facilitate part of the day in order to build local capacity.
4. **Winter Student Intervention Response:** Six (6) kindergarten teachers, six (6) first-grade teachers, six (6) second grade teachers, two (2) Title I teachers, four (4) special education teachers, and two (2) administrators will be trained. Two (2) days total are needed. District team members will co-facilitate part of the day in order to build local capacity.
5. **Data Leaders:** Four (4) days of Train the Trainer will be provided for team members to plan, prep, and practice delivery of Data Analysis, Instructional Planning, and Student Intervention Response Meetings. A total of four (4) days are needed.
6. **Instructional Coaching:** Six (6) teachers designated by data and the administration per round will receive targeted coaching. One (1) day for each round. Four (4) rounds are provided. A total of four (4) days are needed.
7. **Grade 2 Coaching:** Six (6) second grade teachers and four (4) special education teachers will receive three (3) rounds of coaching. Six (6) days are required.

Prekindergarten

8. **LETRS® Early Childhood:** Three (3) Pre-K teachers, four (4) assistants, and two (2) administrators will be trained. Two (2) days are required.
9. **Connecting to the Classroom® Early Childhood:** Pre-K teachers, four (4) assistants, and two (2) administrators will be trained. One (1) day is required.
10. **Connecting to the Classroom® Modeling:** Pre-K teachers, four (4) assistants, and two (2) administrators will be trained. One (1) day is required.
11. **Connecting to the Classroom® Coaching:** Pre-K teachers, four (4) assistants, and two (2) administrators will be trained. Three (3) days are required.

Leadership

12. Four (4) days of leadership support is provided. The focus will be on supporting the leadership team in implementing the district literacy plan as well as planning for the implementation of the new reading program.

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LETRS® is a registered trademark of Voyager Sopris Learning™ Group and any use herein does not imply endorsement or affiliation