

ON-SITE TRAINING AGREEMENT

AGREEMENT for training services on the dates below is made between the undersigned purchaser of services (herein called “Purchaser”) and Teachstone Training, LLC (herein called “Teachstone”), the authorized provider of training and consulting relating to the CLASS® programs.

See Attachment A for Training Dates, Fees, and a Detailed Description of Services.

PURCHASER INFORMATION

Contact Information:

| | | | |
|----------------------|--|-------|---------------------------------|
| Organization | Carroll County Schools | | |
| Contact Person | Jonica Ray – Elementary Instructional Supervisor | | |
| Phone Number | 502.732.7085 | Email | Jonica.ray@carroll.kyschools.us |
| Organization Address | 813 Hawkins St. | | |
| | Carrollton, KY 41008 | | |

Additional Contacts Information:

| | | | |
|--------------------|--|-------|--|
| Additional Contact | | | |
| Phone Number | | Email | |

Billing Information (All invoices will be emailed unless otherwise requested):

| | | | |
|-----------------|----------------------|-------|--|
| Billing Contact | | | |
| Phone Number | | Email | |
| Billing Address | 813 Hawkins St. | | |
| | Carrollton, KY 41008 | | |

Shipping Information*:

| | | | |
|------------------|------------------------|-------|--|
| Organization | Carroll County Schools | | |
| Attention | Jonica Ray | | |
| Phone Number | 502.732.7985 | Email | Jonica.ray@carroll.kyschools.us |
| Shipping Address | 813 Hawkins St. | | |
| | Carrollton, KY 41008 | | |

*Training materials must be at the training location and available/accessible to the Trainer a minimum of 2 hours prior the training start time. All expedited shipping costs associated with missing and/or incorrect Shipping Addresses will be charged to the PURCHASER.

CANCELLATION AND RESCHEDULE POLICY FOR ON-SITE TRAINING

Rescheduling. Training dates may not be rescheduled unless agreed by both parties in writing 45 days or more prior to the training dates shown below. Dates for rescheduled trainings must be within 12 months of this Agreement date; otherwise it will be considered a cancellation (see Cancellation below). Purchaser accepts that available reschedule dates may be up to 12 weeks out from the date of request.

In the event Purchaser reschedules the training less than 45 days prior to training dates shown below or without mutual agreement in writing, Purchaser agrees to pay a \$500 rescheduling fee to Teachstone.

Cancellation. In the event this Agreement is cancelled or postponed but not rescheduled within 12 months of this Agreement date, Purchaser agrees to pay a 10% cancellation fee to Teachstone. The cancellation fee may be in addition to the \$500 rescheduling fee above.

Neither the Purchaser nor Teachstone shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by forces outside of either party's control including but not limited to extreme weather, disaster, travel restriction. In such a case Purchaser will be entitled to a full refund of the event fee and both parties are responsible for their own incurred expenses.

Pop-up Cancellation

Teachstone reserves the right to cancel the pop-up training if there are fewer than 10 paid participants for an Observation Training, 4 paid participants for Train-the Trainer or MMCI and 3 paid participants for MTP 2 weeks prior to the start date of the training. Teachstone will notify participants if a cancellation occurs.

GENERAL TERMS AND CONDITIONS

Authorized Use. Participants in the CLASS® Training Program ("the Program") will be provided with, and authorized to use, the materials provided as part of the Program ("the Materials") subject to the provisions set forth below in Intellectual Property. The Materials are solely for use of Purchaser and its immediate employees.

Copyright. No portion of the Training or the CLASS measure (including, but not limited to the videos, participant guides and justifications) may be recorded, copied, photographed, reproduced, utilized or transmitted in any form or by any means, electronic or mechanical, including photocopy, or any information storage and retrieval system, without permission in writing from Teachstone.

Purchaser Use Only. Purchaser will not resell participant seats in any training session or charge any additional fees to training participants.

Intellectual Property. Teachstone hereby grants to Purchaser and Participants a limited, nonexclusive and nontransferable license to use the Materials. The Materials are copyright protected and subject to proprietary trademarks. Neither Purchaser nor Participants may copy or sublicense the Materials. Teachstone owns or has a license or other right to use the Materials which are being distributed to Purchaser and Participants and Teachstone reserves all rights to the Materials. Purchaser and Participants hereby acknowledge that Teachstone retains all right, title and interest in and to the copyrights, trademarks and other intellectual property rights inherent or related in any way to the Materials. Teachstone shall own all rights in any changes, enhancements, and modifications made by the Purchaser or any Participant to the Materials. Purchaser agrees that neither it nor any of its employees or agents will contest or challenge Teachstone's ownership or rights in the Materials, make or authorize any use of the

Materials that is not consistent with these terms and conditions or modify or reproduce the content or substance of these materials. Should Purchaser or any Participant violate any provision of these terms and conditions, the license granted herein shall terminate immediately and Purchaser or the Participants shall promptly return all Materials to Teachstone at Purchaser’s expense.

No Warranty; Limitation of Liabilities; Indemnification. Teachstone provides the Program “AS IS, WHERE IS” without any express or implied warranty of any type, including but not limited to any warranty of merchantability or for a particular purpose. Teachstone shall not in any case be liable for indirect, special, incidental, exemplary, punitive, or consequential damages suffered by Purchaser, Participant or any third party. Purchaser hereby agrees to indemnify, defend and hold Teachstone and its employees, agents, officers and directors harmless from any costs, damages and losses, including any reasonable costs or legal fees that Teachstone incurs, arising from the use of the Program or the Materials by Purchaser or Participants unless such costs, damages and losses were caused by the willful misconduct or gross negligence of Teachstone.

Notices. Notices to Teachstone shall be sent to the following address:

Teachstone Training, LLC
675 Peter Jefferson Parkway, Suite 400
Charlottesville, VA 22911
 Email: contact@teachstone.com

Amendments. To be effective, any changes or amendments to this Agreement must be made in writing signed by both parties. This Agreement is the entire agreement between the parties and supersedes any prior agreements or oral understandings between the parties.

Validity. If any provision in the Agreement is determined to be invalid, such invalidity will not affect or impair those portions of this agreement which are valid.

Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky, without giving effect to any conflict of law provision or rule.

THE PURCHASER agrees to pay Teachstone in full within 30 days upon receipt of Teachstone’s invoice for the services, materials, and total fees described in **Attachment A**.

THE PURCHASER agrees to pay in full for any Expedited Shipping Costs associated with incorrect shipping information or failure to provide shipping information 2 weeks (10 business days) before the training start date.

| | |
|--|----------------------------------|
| PURCHASER: Carroll County Schools | TEACHSTONE TRAINING, LLC: |
| Signature | Signature |
| Name | Name |
| Title | Title |
| Date | Date |

ATTACHMENT A

TEACHSTONE TRAINING SERVICES

| | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|-------------------------------------|--------------------------|----------|--------------------------|---------|-------------------------------------|------------------|--------------------------|----------|--------------------------|-----------|-------------------------------------|-------|--------------------------|--|--|--------------------------|-------------------|--------------------------|------------|--------------------------|-------|--------------------------|-----|
| <input type="checkbox"/> Introduction to the CLASS Tool <table border="0"> <tr><td><input type="checkbox"/></td><td>Inf/Todd</td><td><input type="checkbox"/></td><td>Half-Day</td></tr> <tr><td><input type="checkbox"/></td><td>Toddler</td><td><input checked="" type="checkbox"/></td><td>Full-Day</td></tr> <tr><td><input type="checkbox"/></td><td>Pre-K</td><td><input type="checkbox"/></td><td></td></tr> <tr><td><input checked="" type="checkbox"/></td><td>K-3</td><td><input type="checkbox"/></td><td></td></tr> </table> | <input type="checkbox"/> | Inf/Todd | <input type="checkbox"/> | Half-Day | <input type="checkbox"/> | Toddler | <input checked="" type="checkbox"/> | Full-Day | <input type="checkbox"/> | Pre-K | <input type="checkbox"/> | | <input checked="" type="checkbox"/> | K-3 | <input type="checkbox"/> | | <input type="checkbox"/> CLASS Train-the-Trainer Program (TTT) <table border="0"> <tr><td><input type="checkbox"/></td><td>Infant Supplement</td></tr> <tr><td><input type="checkbox"/></td><td>Toddler</td></tr> <tr><td><input type="checkbox"/></td><td>Pre-K</td></tr> <tr><td><input type="checkbox"/></td><td>K-3</td></tr> </table> | <input type="checkbox"/> | Infant Supplement | <input type="checkbox"/> | Toddler | <input type="checkbox"/> | Pre-K | <input type="checkbox"/> | K-3 |
| <input type="checkbox"/> | Inf/Todd | <input type="checkbox"/> | Half-Day | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | Toddler | <input checked="" type="checkbox"/> | Full-Day | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | Pre-K | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | K-3 | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | Infant Supplement | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | Toddler | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | Pre-K | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | K-3 | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> CLASS Observation Training <table border="0"> <tr><td><input type="checkbox"/></td><td>Infant</td><td><input type="checkbox"/></td><td>K-3</td></tr> <tr><td><input type="checkbox"/></td><td>Toddler</td><td><input type="checkbox"/></td><td>Upper Elementary</td></tr> <tr><td><input type="checkbox"/></td><td>Inf/Todd</td><td><input type="checkbox"/></td><td>Secondary</td></tr> <tr><td><input type="checkbox"/></td><td>Pre-K</td><td></td><td></td></tr> </table> | <input type="checkbox"/> | Infant | <input type="checkbox"/> | K-3 | <input type="checkbox"/> | Toddler | <input type="checkbox"/> | Upper Elementary | <input type="checkbox"/> | Inf/Todd | <input type="checkbox"/> | Secondary | <input type="checkbox"/> | Pre-K | | | <input type="checkbox"/> CLASS Feedback Strategies <table border="0"> <tr><td><input type="checkbox"/></td><td>Pre-K Only</td></tr> </table> <input type="checkbox"/> CLASS Instructional Support Strategies <table border="0"> <tr><td><input type="checkbox"/></td><td>Pre-K Only</td></tr> </table> | <input type="checkbox"/> | Pre-K Only | <input type="checkbox"/> | Pre-K Only | | | | |
| <input type="checkbox"/> | Infant | <input type="checkbox"/> | K-3 | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | Toddler | <input type="checkbox"/> | Upper Elementary | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | Inf/Todd | <input type="checkbox"/> | Secondary | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | Pre-K | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | Pre-K Only | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | Pre-K Only | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> If Primer or ISE T Product | <input type="checkbox"/> Coaching with myTeachstone | | | | | | | | | | | | | | | | | | | | | | | | |

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|---------------------------------|--------------|
| Training Dates | June 4, 2019 |
| Physical Address of Training(s) | |
| | |

TEACHSTONE TRAINING FEES

| | | |
|-------------------|--|-------------------|
| 1 | Introduction to the CLASS Tool (full-day) K-3: Includes participant guide, dimension guide, 2 month video library subscription. Up to 50 participants | \$7,200.00 |
| 1 | Back-to-back Trainings Discount | -\$500.00 |
| TOTAL FEES | | \$6,700.00 |

DETAILED DESCRIPTION OF TRAINING SERVICES

PRODUCT DESCRIPTION:

This overview of the CLASS tool is designed to help participants learn about effective teacher-child interactions and the ways these interactions help children learn. Your instructor will provide an overview of the CLASS tool and its domains and dimensions. Training will include video examples for each dimension as well as activities to engage participants.

PRODUCT/TRAINING LOGISTICS

Teachstone provides:

- 1 Trainer for up to 50 participants for the on-site, 1-day introduction program
- Training materials, including a ***CLASS Dimensions Guide*** and ***Introduction to CLASS Tool Participant Guide*** for each participant
- 2-month CLASS Video Library access for each participant
- Laptop for training

The client provides:

- Arrangements for a physical training space that is conducive to discussion and video watching, Internet connection, LCD projector, screen, speakers, extension cords, back-up laptop, chart paper or dry erase board/markers, tape (for mounting chart paper), and name plates/tags for participants
- Lunch/breaks for trainer and trainees

Terms Specific to Introduction to the CLASS Tool Training (full day), On-Site:

- The Client will not register more than 50 trainees for each CLASS Introduction training session without written consent from Teachstone. Adding additional participants beyond the 2-week window and after submission of the Participant Form is permitted; however, you will be invoiced for the cost to ship additional materials.

NEXT STEPS

Teachstone will work closely with the Purchaser to prepare for the upcoming training(s). **A completed Participant Form, with participants' full names and active e-mail addresses will be due to Teachstone a minimum of two weeks prior to training.**