

This Agreement made and entered into this _____ day of _____, 2020 by and between Wilson Language Training Corporation, a corporation duly organized and existing under the laws of Massachusetts and having its principal place of business at 47 Old Webster Road in Oxford, MA 01540 (hereafter called "WLT") and **Warren County School District of Russell, PA** (hereafter called "Purchaser").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, WLT has agreed to provide and Purchaser has agreed to purchase the Wilson Professional Learning training events and materials, if any, as identified to occur in the 2020-2021 school year in the Wilson Implementation or Sustainability Plan entered between the parties and as specifically identified below.

Terms & Conditions:

WLT programs and materials are proprietary and subject to copyright and cannot be copied, duplicated or distributed without the prior, expressed written permission of WLT. Title and ownership of Wilson® courses, programs and services shall remain solely with WLT. A license from WLT is required to deliver Wilson® Professional Learning.

PURCHASER AGREES to the extent permitted by law to fully exonerate, indemnify, and hold harmless WLT from and against all claims or actions brought by third parties and all expenses or costs (including attorneys' fees) incidental to the defense of any such claims or actions based upon or arising out of or in connection with the performance of this Professional Learning Service Agreement, or by conditions created thereby and not caused by the negligence or deliberate misconduct of WLT.

Scheduling of training events is subject to the availability of WLT staff. Scheduled events canceled with less than forty-eight (48) hours advance notice will be invoiced at the full amount. Rescheduling of canceled events will incur additional charges up to the full amount of the event. Either party may cancel the obligation due to circumstances caused by epidemic, pandemic, quarantine restriction, or other public health restriction or advisory, including but not limited to any of the foregoing related to COVID-19. In such case, the cancellation fee shall be waived and the time of performance shall be extended, if possible and at the mutual agreement of the parties, or excused. Ten (10) participants, minimum, are required to establish a dedicated on-site WRS Level I Certification Training cohort. The cohort participants must be identified prior to the scheduled WRS Level I Start-Up Day Workshop. No refund will be offered 30-days after the WRS Level I Start-Up Day Workshop or 30-days after registration if no workshop occurred. A \$50 administrative fee would be charged to all participants who withdraw from a program within 30-days. At any time, should the participant count drop below 8, the district will be charged for 8 participants.

A maximum number of participants for workshops is thirty (30) except Foundations® K/1 Workshop where it is fifteen (15). Additional participants are subject to WLT approval and an additional fee. The school/organization is responsible for providing audio-visual equipment. A web-link, copy or facsimile of any promotional materials created by the Purchaser or its representatives about this program must be provided in advance to and approved by WLT.

Program Fee. This Agreement binds the Purchaser to the full program fee for Professional Learning and materials, if any, noted below and as billed by WLT. Payment is due net 30 from the invoice. Trainer expenses for domestic locations are included in the cost of the training event(s). Services will not be scheduled until a purchase order, or payment is received. The fee for certification programs, virtual and online learning are due in full at the start of the program. WLT reserves the right to charge an additional fee for special accommodations or logistics necessary to deliver services. This agreement does not apply to the materials identified in the Implementation or Sustainability Plan unless noted below. The cost for the agreed upon Professional Learning, however, has been determined taking into account the anticipated material order identified in the Plan. Should such materials not be purchased by separate purchase order or agreement during the Plan implementation period, WLT reserves the right to adjust the cost of the Professional Learning to the market price at the time of delivery.

2020-2021 Wilson Language Training Professional Learning Service Agreement	District Plan
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Cost Summary:

Plan #: PLN-2021-PA-3363

Quote Number: PLQ1003487

Warren County School District

Russell, PA

Quote Created: 9/28/2020

Quote Expires: 10/28/2020

Wilson District Plan Cost Details	QTY	Unit of Measure	Unit Price	Markdown Amount	Extended Price
Professional Learning					
Virtual Foundations Level 3 Launch Workshop (Instructor-Led)	1	Per Event	\$2,500.00	\$0.00	\$2,500.00
Foundations Level 3 Virtual Implementation Support - Dedicated Cohort	1	Cohort	\$4,500.00	\$0.00	\$4,500.00
Wilson Implementation Network (WIN) for Principals	1	Per Event	\$2,000.00	\$2,000.00	\$0.00
Total Professional Learning				\$2,000.00	\$7,000.00
Sales Tax*					\$0.00
Total Amount					\$7,000.00
<small>*Sales tax provided with this quote is an estimate only. Actual sales tax is calculated based on the date on the invoice plus the current tax rates for your location.</small>					

Billing Options (please select payment/billing method – choose one):

Provide purchase order for full amount of the Service Agreement; one invoice for full amount of Service Agreement needed

Provide purchase order for full amount of the Service Agreement; separate invoices needed as services are rendered *(excluding certifications programs, virtual and online learning for which the fee is due in full at the start of the program)*

Multiple purchase orders will be used to pay for services; separate invoices for each purchase order are needed

Contract provided by Purchaser. Invoices are sent as services are rendered

Other; please explain: _____

PAYMENT	<input type="checkbox"/>	PO #:	(AUTHORIZED HARD COPY MUST BE ATTACHED)	<input type="checkbox"/>	CHECK #	(PLEASE ATTACH)

By signing below, the undersigned representative warrants and represents that he or she has full authority to execute this Agreement on Purchaser's behalf and to bind Purchaser to the terms hereof.

SCHOOL DISTRICT			
ADDRESS	CITY	STATE	ZIP
PURCHASER'S SIGNATURE		WLT SIGNATURE	
PRINT NAME	PHONE	PRINT NAME Ed Cullinane	PHONE 800.899.8454 x6607
POSITION	DATE	POSITION Director of Finance	DATE