



## Developing Mathematical Thinking Institute (DMTI)

### CONTRACT FOR SERVICES

This Agreement will be made between Palouse Prairie Charter School (Client) with a principal place of business at 1500 S. Levick St., Moscow, ID 83843 and DMTI Inc. (Contractor) with a principal place of business at 6006 N. Duxbury Pier Ave., Garden City ID 83714. This Agreement will become effective on June 1, 2019 and will end no later than June 30, 2020.

#### SERVICES

DMTI Inc. agrees to perform the following services:

	Services
1.	<b>Professional Development Elementary (2019 – 2020) (see schedule in Appendix A)</b> <ul style="list-style-type: none"> <li>• 2 days of embedded professional development (day 1 unit study; day 2 co-teaching)</li> <li>• 2 days of embedded professional development (day 1 unit study; day 2 co-teaching)</li> <li>• 2 days of embedded professional development (day 1 unit study; day 2 co-teaching)</li> </ul>
2.	With the above Professional Development you get access to the following (2019-2020) <ul style="list-style-type: none"> <li>• PMA (K-2 screener, diagnostic, and targeted activities)</li> <li>• IMA (3-5 screener, diagnostic, and targeted activities)</li> <li>• Unit Curriculum Maps (K-8)</li> <li>• Unit Overviews (K-8)</li> <li>• Unit Common Assessments (K-8)</li> <li>• Unit Curricular Modules (K-8)</li> </ul>

#### PAYMENT

In consideration for the above services to be performed by DMTI Inc., Client agrees to pay the following. Contractor will submit an invoice at time of payment to include: \$4,000. Work to include 6 days of professional development; 2 days continuation from 2018-2019 and 4 days for 2019-2020. All travel costs are included within daily rate. The school will have one payment: one in August 2019.

## **STATE AND FEDERAL TAXES**

Contractor is an independent contractor, and not an employee of Client. Client shall not control the means, methods and techniques of Contractor in providing the services described in this Agreement.

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf,
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement--including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

## **FRINGE BENEFITS**

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

## **WORKERS' COMPENSATION**

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide Client with a certificate of workers' compensation insurance before the employees begin the work, if requested.

## **UNEMPLOYMENT COMPENSATION**

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

## **INSURANCE AND INDEMNIFICATION**

Client shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel.

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement; provided that such loss or liability is not a result of Client's fault, negligence or disregard. This indemnification shall include, but not be limited to any and all claims, losses, damages, judgements, costs, fees and expenses, including but not limited to reasonable attorney's fees, incurred by the Client arising out of this Agreement.

## **CONFIDENTIALITY**

Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf. To the extent Contractor has access to, or views any student data or information of any kind (including but not limited to test scores, testing data, grade reports, academic information, personal information, or any other information

of any kind related to students (herein after referred to as Student Information)), Contractor shall handle such Student Information in a manner compliant with state and federal laws, and shall not disclose or disseminate Student Information except to authorized personnel of Client. Contractor shall use such Student Information solely for the purposes of providing the services of this contract, and for no other purpose. Contractor agrees to indemnify and hold harmless Client from and against any and all losses, claims, damages, judgments, costs, fees and expenses, including but not limited to reasonable attorney's fees, incurred by the Client as a result of any violation of this provision; provided that such loss or liability is not a result of Client's fault, negligence or disregard.

### **INTELLECTUAL PROPERTY OWNERSHIP**

To the extent that the work performed by Contractor under this Agreement (Contractor's Work) includes any work of authorship entitled to protection under the copyright laws, the parties agree to the following provisions.

- Contractor's Work has been specially ordered and commissioned by Client as a contribution to a collective work, a supplementary work or other category of work eligible to be treated as a work made for hire under the United States Copyright Act.
- Contractor's Work shall be deemed a commissioned work and a work made for hire to the greatest extent permitted by law.
- Contractor shall be the sole author of Contractor's Work and any work embodying the Contractor's Work according to the United States Copyright Act.
- Contractor agrees not to use any of the intellectual property mentioned above for the benefit of any other party including Contractor without Client's prior written permission.

### **TERMINATING THE AGREEMENT**

Either party may terminate this Agreement any time by giving written notice to the other party of the intent to terminate.

### **EXCLUSIVE AGREEMENT**

This is the entire Agreement between Contractor and Client.

### **SEVERABILITY**

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

### **APPLICABLE LAW**

This Agreement will be governed by the laws of the state of Idaho.

### **NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement,
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- when sent by email, fax or telex to the last email, fax or telex number of the recipient known to the person giving notice. Notice is effective upon receipt provided that a

duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

### NO PARTNERSHIP

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

### RESOLVING DISPUTES

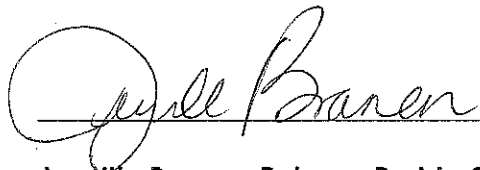
If a dispute arises under this Agreement, any party may take the matter to court. If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which she may be entitled.

### NO WAIVER OF IMMUNITY

By entering into this Agreement, Client does not waive its governmental immunity, and does not waive any of the defenses, limitations or immunities provided to it under Wyoming law. Client expressly reserves the right to assert immunity as a defense to any action arising under this contract.

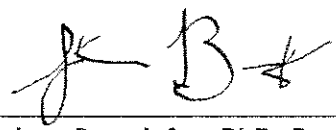
### SIGNATURES

Client:

 \_\_\_\_\_ 8/19/2019

Janelle Branen, Palouse Prairie Charter School Principal

Contractor:

 \_\_\_\_\_ 6/21/2019

Jonathan Brendefur, PhD, President

## APPENDIX A

### PROFESSIONAL DEVELOPMENT SERVICES

The Developing Mathematical Thinking professional development and curricular resources when used has the following benefits:

- teachers' understanding of mathematics has increased
- teachers' instructional practices have improved
- students' understanding of mathematics has increased
- students' discourse and ability to talk mathematically has improved
- standardized achievement scores have increased

We will provide professional development workshops. Teachers will learn about the five research-based instructional components of Developing Mathematical Thinking. This also highlights how we use differentiated practice and four types of questions to build mathematical language and discourse with students and teachers.

PD dates	Time	Topic	K-5
Tbd	7:45 – 3:45	DMTI Unit Study	1 day
Tbd	7:45 – 3:45	Co-teaching	1 day
Tbd	7:45 – 3:45	DMTI Unit Study	1 day
Tbd	7:45 – 3:45	Co-teaching	1 day
Tbd	7:45 – 3:45	DMTI Unit Study	1 day
Tbd	7:45 – 3:45	Co-teaching	1 day

#### **Embedded Professional Development** *Principal and Coaches and Teachers*

**Lesson and Unity Study:** This session will include grade level/band teachers and the coaches and principals for pairs of schools (above). Each visit will ensure teachers are taking the end of unit common assessment and reading the unit overview. These are critical to ensuring all teachers, coaches/principals are knowledgeable about the language, models, mathematics, and instructional practices needed for the upcoming unit they are about to teach. Using the DMT Framework and Classroom Structure document and our DMT Lesson Plan Template, we will focus on one lesson from the DMT Module and how to construct the warm-up, promote the main tasks, build language, provide differentiated practice, and close a lesson. The DMT specialist will debrief with teachers and then coaches and principals on how to do this process. We will also highlight where in the units it is possible to supplement other curricular resources.

**Observation, Co-teaching, and Feedback:** This session will also include grade level/band teachers and the coaches and principals for pairs of schools (above). Based on day one's discussion and lesson planning, one teacher with a DMT specialist will take the lead on teaching the lesson. The other grade level teachers, principals and coaches will take specific notes on what and how the teacher is conducting the lesson and more importantly on what students are doing and saying. We will debrief the lesson and then one of the other teachers observing will teach the modified lesson.

## OTHER INFORMATION

What we do is encapsulated in the hexagonal diagram below.

### Developing Mathematical Thinking (DMT) Institute

