

Memorandum of Understanding (MOU)

Between

Argument-Driven Inquiry, LLC ("The Company")

and

Santa Barbara Unified School District ("The Client")**Purpose**

This MOU will define the terms of the Argument-Driven Inquiry workshop.

The Company agrees to present on date(s) 6/11/19 from time(s) TBD at (location) Santa Barbara Unified School District.Estimated Number of Participants: 30.Total Workshop Fee: \$ 3950. The workshop fee is inclusive of presenter fees and travel costs.50% Deposit in the amount of: \$ 1925, due on: 4/16.The remaining amount of: \$ 1925, due on: 6/11/19.The topic The Company will be instructing on is titled: ADI Next Steps Workshop.

- The Scope of Work is attached hereto and incorporated herein as Exhibit A.

The Company's Obligations:

- The Company will conduct a state-of-the-art workshop that:
 - models the instructional approach,
 - includes opportunities to analyze student thinking and samples of student work,
 - makes connections between theory and practice,
 - addresses potential challenges with implementation, and
 - encourages reflective collaboration between teachers.
- Attendees will receive contact information to contact the instructor(s) directly with any questions.

The Company will provide:

- All Lodging and Travel expenses for the ADI Instructor
- Teaching resources for the workshop that may include activities, resources, background material, and supplies
- An ADI Instructor
- Guidance and assistance in preparations for the workshop as needed
- Bringing all materials
- Pay for and take care of any shipping related charges of workshop materials
- Provide any ADI prizes

The Client will provide:

- Venue and location for the workshop
- Payment to Argument-Driven Inquiry as outlined above.

Copyright:

- ADI will retain the copyright of all materials used in the presentations, including any handouts.
- No written work can be copied without ADI's written permission.
- No ADI materials can be distributed (i.e. online) without ADI's written permission.
- ADI's material often reinforces the concepts presented to your group. Because attendees often want to learn more or reinforce what they have just learned, you may wish to purchase copies of ADI's material for all attendees to be presented on-site (volume discounts available).



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Cancellation Policies:

In the event Client cancels 30 days before the event or changes the date of the event to a date the Company cannot accommodate, Client shall reimburse the Company, within five (5) days after the Company's notification to the Client that the changed workshop date cannot be accommodated, for any and all costs and expenses incurred by the Company prior to said notification, including, without limitation, costs of airline tickets, hotel reservations, rental car reservations and any foregone profits from workshops that the Company declined because it had already booked these workshop dates. In the event Client cancels within 29 days prior to the Event or changes the date of the event to a date the Company cannot accommodate, Client shall pay to the Company within five (5) days of the Company's notification to the Client that the changed workshop date cannot be accommodated, the Workshop Fee and any and all other costs and expenses incurred by the Company prior to or as a result of such notification.

Notification of cancellation or date change:

In the event the Company cancels the workshop or changes the date of the workshop to a date Client cannot accommodate, 100 percent of the Workshop Fee, if previously paid by the Client to the Company, will be refunded to Client.

Holding Dates:

Because of the numerous workshop offers the Company receives and our desire to serve clients with an immediate answer, the Company only holds dates for 14 days. If this Contract is not signed and returned within 14 business days of receipt by Client, the date of the workshop will be considered open and the Company will have no further obligation to the Client to perform any of the services set forth herein.


Recording:

The Workshop Fee does not include the right to audio-tape, video-tape, or otherwise record, in any medium whatsoever, ADI's workshop for any purpose whatsoever. ADI may, in its sole and absolute discretion, grant permission to the Client to record all or a portion of the workshop, but only after the Client has obtained ADI's express written permission to do so.

The Client, _____ agrees to the following:

The terms and fees outlined in this Contract may not be disclosed with third parties. The parties agree that any dispute under this Contract shall be venued in a court of competent jurisdiction in the County of Travis, State of Texas.

By signing this form, you acknowledge and accept the above terms and conditions (including any and all exhibits attached hereto):

The Company	The Client
Krista Sampson	Meg Jette
Print Name	Print Name Asst. Supt. of Business
Executive Director	Santa Barbara Unified SD
Title	Title
	
Sign Name	Sign Name
03/04/2019	
Date	Date

DocuSigned