

CONTRACT NAME: AGREEMENT BETWEEN WESTED AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement provides Reading Apprenticeship training for teachers, leadership and teacher coaching support. The goal for this professional development opportunity is to introduce teachers to the Reading Apprenticeship program using the WestEd publication *Reading for Understanding*. This program shows how teachers and students can work together to boost literacy, engagement and achievement.

FISCAL IMPACT: The term of this agreement is from June 1, 2019, to May 31, 2020. The \$62,100 cost is funded through the State restricted categorical Low Performing Student Block Grant, included in the approved budget.



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Contract Number: C-00016503

CONTRACT

This Contract is entered into between WestEd and Davis Joint Unified School District (JUSD)

SECTION A: CONTACTS

FUNDER

Davis Joint Unified School District (JUSD)
Matt Duffy
Director of Elementary Education
Davis, CA
P: 530-757-5300 x 160
mduffy@djUSD.net

WestEd

WestEd Technical:
Margot Kenaston
Program Associate
P: 415.615.3225
mkenast@wested.org

WestEd Contracts:
Contracts Management
Department
730 Harrison Street
San Francisco, CA 94107
P: 415.615.3136
contracts@wested.org

WestEd Billing:
Tulinh Wu
A/R Manager
4665 Lampson Avenue
Los Alamitos, CA 90720
P: 562.799.5188
twu@wested.org

SECTION B: WORK OR SERVICES

1. Contract Term

Start Date: 06/01/2019

End Date: 05/31/2020

2. Work or Services to be completed by WestEd (brief description):

Please see the attached Scope of Work and Budget Detail, Exhibit 1

3. Maximum Fees and expenses: **\$62,100.00**

4. Attachments

The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of this Contract.

See Attached:

<input checked="" type="checkbox"/>	WestEd Terms and Conditions
<input checked="" type="checkbox"/>	Scope of Work and Budget Detail, Exhibit 1
<input type="checkbox"/>	Additional Attachments:

SECTION C: PAYMENT

Payment Schedule:

This is a fixed payment contract.
50% shall be due upon execution of contract
50% shall be due upon completion of services

Checks Made Payable to:

WestEd
Attn: WestEd Operating Account
P.O. Box 399001
San Francisco, CA 94139-9001

Electronic Fund Transfers (EFT):

Wells Fargo Bank
ABA Number 121000248
Account Number: 4029113164

All payments must include a reference to Contract Number: C-00016503

SECTION D: AUTHORIZED SIGNATORIES

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

WestEd

Agreed and accepted:

Virgilio F. Tinio, Jr.
Virgilio F. Tinio, Jr. (Mar 27, 2019)

Authorized Signature

Name: Virgilio F. Tinio, Jr.

Title: Contracts Manager

Date: Mar 27, 2019

Davis Joint Unified School District (JUSD) ("Funder")

Agreed and accepted:

Authorized Signature

Name:

Title:

Date:

1.0 Key Personnel: At all times during the term of this Contract, WestEd's performance shall be under the personal supervision and direction of the WestEd Technical Contact provided in Section A of the Contract cover page.

2.0 Independent WestEd Status and Responsibilities: In performing its services, WestEd shall be an independent contractor with authority and responsibility to control and direct the performance of the services required under this Contract, subject to Funder's general right to inspect work in progress to determine whether the services are being performed in accordance with this Contract. All persons hired and/or contracted by WestEd shall be WestEd's employees and/or subcontractors. WestEd shall be responsible for the accuracy, completeness, and adequacy of all services performed by WestEd's employees and/or subcontractors and shall ensure that all applicable Federal, State and County licensing and operating requirements and all applicable accreditation and other standards of quality generally accepted in the field of WestEd's activities are complied with and satisfactorily met. WestEd voluntarily and knowingly assumes the entire liability (if any such liability is determined to exist) to its employees and/or subcontractors or to other persons for all loss, damage, or injury caused by WestEd's employees and/or subcontractors in the course of their employment and/or contract. WestEd shall be responsible for payment of applicable income, social security, and other Federal, State or County taxes and fees, and all statutory benefits including, without limitation, Workers' Compensation, Unemployment Insurance and Temporary Disability Insurance.

3.0 Non-Discrimination in Employment: No person shall on the ground of race, religion, citizenship, color, disabilities, national origin, sex, age, political affiliation, service in the uniformed services, genetic information or genetic characteristics, ancestry, marital status, sexual orientation, gender identity, pregnancy, physical or mental disability, medical condition or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded or otherwise financially assisted, in whole or in part with funds made available hereunder.

4.0 Termination: It is mutually agreed that either party may terminate this Contract by giving thirty (30) calendar days advance, written notice. Should Funder choose to exercise this termination clause, WestEd shall be paid for all work completed up to and including the date of termination and any non-cancelable obligations. WestEd agrees to submit all final invoices with respect to this Section 4.0 within ninety (90) days of termination of this Contract. See Section 11.0 for specifics regarding notice.

5.0 Intellectual Property Ownership: WestEd is the sole and exclusive owner of any newly created work developed by WestEd under this Contract. WestEd hereby grants to Funder a nonexclusive, non-transferable, royalty-free license to use the newly created work for non commercial purposes.

All pre-existing WestEd data and materials provided to Funder by WestEd to assist in the performance of this Contract shall remain WestEd's property. Upon expiration or termination of the Contract for any reason, Funder shall request instructions from WestEd regarding whether Funder should: (i) Erase or destroy any WestEd data and/or materials maintained by Funder; or (ii) Return the data and/or materials to WestEd. This provision shall survive termination of this Contract.

6.0 Indemnification: Funder agrees to indemnify and hold harmless WestEd, its officers, employees and agents from all claims, liabilities and losses by whomever asserted arising out of acts or omissions by Funder, its officers, employees and agents in the performance of this Contract, except those arising by reason of the sole negligence of WestEd, its officers, employees and agents. This provision shall survive termination of this Contract.

7.0 No Alteration of Contract: No alteration, addendum, modification, or waiver of the terms of this Contract shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties. No inline delineation or alteration shall be accepted or bind WestEd.

8.0 Authority to Sign: Both parties executing this Contract acknowledge and warrant that they possess the authority to enter into this Contract on behalf of their respective companies.

9.0 Conflict of Interest: Funder and WestEd agree that, to the best of each party's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined as, activities or relationships with other persons, organizations or any other third party which would cause either party to be unable or potentially unable to render impartial assistance or advice to the other party or the other party's objectivity in performing the work might be otherwise impaired, or resulting in an unfair competitive advantage, or that Funder or WestEd has disclosed all such relevant information to the other party. Funder and WestEd agree that if an actual or potential organizational conflict of interest is discovered after this Contract is executed, each party will make a full disclosure in writing to the other party. This disclosure shall include a description of actions which the party has taken or proposes to take, after consultation with other party, to avoid, mitigate, or neutralize the actual or potential conflict. WestEd or Funder

may terminate for convenience this Contract, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If Funder or WestEd was aware of a potential organizational conflict of interest prior to the execution of this Contract or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the other party, the Contract may be terminated for default, or the parties may pursue such other remedies as may be permitted by law or this Contract.

10.0 Confidential Information: "Confidential Information" shall mean with respect to a party hereto (the "Disclosing Party"), collectively, all technical, financial and business information of any kind whatsoever, including, where appropriate and without limitation, all data, specifications, research projections, processes, techniques, technology, ideas, know-how, improvements, inventions (whether or not patentable or copyrightable), trade secrets, formulae, information concerning research or development by or for the Disclosing Party, information which is or has been generated or received in confidence by or for the Disclosing Party by or from any person, and any other information as well as any and all tangible and intangible embodiments thereof of any kind whatsoever; in each case disclosed by the Disclosing Party to the other party hereto (the "Receiving Party"), or obtained by the Receiving Party through observation or examination of the foregoing, regardless of whether such information or embodiment has been marked as confidential. Confidential Information shall include disclosures in any form, whether in writing, in an electronic format (including without limitation emails, tapes, diskettes, compact disks, or other similar media), and orally (in the case of oral disclosures, only if such disclosure is identified as confidential prior to disclosure). Each party agrees: (a) to hold the other party's Confidential Information in strict confidence in accordance with this Section 10.0; (b) to exercise at least the same care in protecting the other Party's Confidential Information from disclosure as the party uses with regard to its own Confidential Information; (c) to restrict dissemination of Confidential Information within its organization to employees/personnel having a need to know in connection with the stated or defined purpose herein; (d) not to disclose such Confidential Information to third parties without the prior, written consent of the disclosing party; and (e) not to use any Confidential Information for any purpose except for the stated or defined purpose herein without the prior written consent of the disclosing party.

11.0 Notices: Any notice or other communication shall be in writing, and will be considered to have been given if delivered by hand or sent by certified United States mail, return receipt requested, or by commercial courier service to the other party at the address stated above or to such other address as may be specified by either party in a notice to the other. Notice is effective upon receipt.

12.0 Force Majeure: WestEd will not be liable for any failure to perform as required by this Contract, if the failure to perform is caused by circumstances reasonably beyond WestEd's control, such as labor disturbances or labor disputes of any kind, accidents, failure of governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, theft, or other such occurrences.

13.0 Governing Law: This Contract shall be governed by the internal substantive laws, but not the choice of law rules, of the State of California.

14.0 Entire Agreement: This Contract, together with Exhibits hereto, is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof.

15.0 Severability: If any provision of this Contract is found by a court to be void, invalid or unenforceable, this Contract will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Contract.

16.0 Counterparts: This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

17.0 Order of Precedence: In the event of a discrepancy between these terms and conditions and any additional exhibits or attachments, the language of these terms and conditions will prevail.



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SCOPE OF WORK
READING APPRENTICESHIP FOR
DAVIS JOINT UNIFIED SCHOOL DISTRICT
Summer 2019-Spring 2020

Schedule of services for Cohort 1:

<u>SERVICE TYPE</u>	<u>UNIT PRICE</u>	<u>#s SERVED</u>	<u>Proposed QUANTITY</u>	<u>TOTAL</u>
Days 1-3 professional learning session: Introduction to Reading Apprenticeship	\$24,150/session	40 teachers	1 session, Summer 2019	\$24,150
Days 4-5 professional learning session: Deepening Classroom Practice	\$19,000/session	40 teachers (same cohort as above)	1 session, Fall 2019	\$19,000
Leadership Coaching	\$6,950/ two-day visit	10 teacher leaders, coaches, admins	1 visit, Winter/Spring 2020	\$6,950
Coaching support for classroom teachers	\$12,000/ two-day visit	40 teachers (same cohort as above)	1 visit, Winter/Spring 2020	\$12,000
TOTAL:				\$62,100

Unit prices have been provided so that DJUSD can adjust quantities of services
as needed to match budget & program goals.



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NOTES:

- 1) **Days 1-3 sessions** will accommodate 40 teachers each. Unit price includes: team of 2 Reading Apprenticeship facilitators + all of their travel expenses, plus one training binder and one copy of "Reading for Understanding" for 40 teachers.
- 2) **Days 4-5 sessions** will accommodate 40 teachers each. Unit price includes: team of 2 Reading Apprenticeship facilitators + all of their travel expenses, plus one training binder.
- 3) **Leadership Coaching** is scheduled as a 2-day visit and accommodates up to 10 people. The group meets together for 2 consecutive days, and will guide teacher leaders, coaches, and administrators as they support and sustain Reading Apprenticeship implementation at their school site. Unit price includes: one Reading Apprenticeship coach + all of their travel expenses, and 10 copies of "Leading for Literacy".
- 4) **Coaching support for classroom teachers** is scheduled as a 2-day visit and will accommodate up to 40 teachers (who previously attended PD). Each teacher receives a half-day of implementation support (in an AM or PM session, on Day 1 or 2), in a small group with up to 9 other subject-area colleagues. Each group of 10 is facilitated by one of our coaches. Unit price includes: two Reading Apprenticeship coaches + all of their travel expenses.