

**CONTRACT NAME: AGREEMENT BETWEEN ENVISION EDUCATION dba
ENVISION LEARNING PARTNERS AND DAVIS JOINT UNIFIED SCHOOL
DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement provides professional development services for Davis Joint Unified School District. The goal of the three and a half day program is to train and coach staff to develop a “defense of learning” system aligned to the DJUSD Graduate Profile.

FISCAL IMPACT: The term of this agreement is for the month of August 2019 and payment of \$7,200 will be due no later than September of 2019.



ENVISION
LEARNING PARTNERS

111 Myrtle Street, Suite 203, Oakland, California 94607 – (510) 451-2415

Davis Joint Unified School District

526 B Street
Davis, CA 95616

March 26, 2019

Proposal to: **Matt Duffy, Director of Elementary Education**

Envision Learning Partners (ELP) is pleased to provide the following proposal for implementation of professional development services for **Davis Joint Unified School District**.

This proposal reflects a set of services to support **1** staff in achieving the following outcomes:

- Prototype “defense of learning” systems aligned to the Davis USD Graduate Profile
- Catalyze the implementation of these systems among a cohort of piloting schools in the district

| Planned Services | Description (see more detail in Exhibit A) | Participants |
|--|--|--|
| 3.5 days of coaching/PD (with associated prep time) | <ul style="list-style-type: none"> • A cohort of schools in Davis Unified have drafted a plan for a defense of learning system (e.g. portfolio presentation, student-led conference, etc.) that uses the Davis Grad Profile as an organizing principle and meets ELP quality criteria. • By the end of 18-19 school year, we have some student work produced or performed in response to the challenge to defend or reflect on their learning, and we can evaluate that work through the lens of the Davis Graduate Profile. | Davis Joint Unified School District staff and 1 ELP coach |

Activities and prices are delineated in the attached Exhibit A: Proposal Schedule and Pricing Details and reflect services, travel expenses, and prep/ follow-up time. Davis Joint Unified School District will be responsible for providing appropriate meeting space. Envision Learning Partners (ELP) does not provide meals or supplies to workshop participants. ELP will provide electronic copies of all handouts prior to the session to be copied by Davis Joint Unified School District. Unless negotiated in the contract budget, clients are responsible for producing all participant materials.

Payment Schedule

Envision Learning Partners will invoice Davis Joint Unified School District in one installment due in September 2019. Davis Joint Unified School District agrees to pay to Envision Education the amount indicated in each invoice by the due date reflected on that invoice. If Davis Joint Unified School District fails to pay any invoice payments, late charges equal to 1.5% of billable invoice amount per month shall also be payable by Davis Joint Unified School District to Envision Education. In addition, Davis Joint Unified School District failure to fully pay any fees within thirty (30) days after the applicable due date will be deemed a material breach of this Agreement and Envision Learning Partners may, in addition to any other remedy it may have, suspend its performance of the Services and/or terminate this Agreement. Any suspension or termination does not relieve Davis Joint Unified School District of obligations to pay past fees or late charges.

All payments should be sent to (Contact Anna for wiring instructions):

Anna Kogan, Senior Accountant
Envision Education
111 Myrtle Street, Suite 203
Oakland, California 94607
Phone: 510-451-2415 Fax: 510-241-2768

Key Contacts (to be completed by Davis Joint Unified School District)

Contract/ Billing Contact

| Name | Email | Phone |
|------|-------|-------|
| | | |

Professional Development Liaison

| Name | Email | Phone |
|------|-------|-------|
| | | |

Reservation of Intellectual Property

All materials developed or provided by Envision Education (dba Envision Learning Partners) or its agents pursuant to this Agreement, and any know-how, methodologies, equipment, or processes used by Envision Learning Partners to provide the Services to Davis Joint Unified School District including, without limitation, all copyrights, trademarks, trade secrets, and other proprietary rights are and will remain the sole and exclusive property of Envision Learning Partners. Unauthorized copying, reverse engineering, and creating unauthorized derivative works based on such materials are expressly forbidden except as outlined in this Agreement.

Agreement

Envision Education (dba Envision Learning Partners) and Davis Joint Unified School District agree to the above scope of services. This scope of services may only be changed in writing and must be signed by both parties. By signing this agreement, you attest that you are authorized to sign on behalf of Davis Joint Unified School District.

Envision Education Representative

Executive Director

Title

Date

Davis Joint Unified School District
Representative

Title

Date

Please **return** a **signed copy of this agreement** and a **Purchase Order** (if applicable) to Rachel Maida, ELP Programs and Operations Senior Manager, via email at rachel@envisionlearning.org or via fax at (510)-451-2768.

Attachments: **Exhibit A** – Proposal Schedule and Pricing Details; **Exhibit B** – Best Practices for Successful Professional Development Sessions

Exhibit A: Proposal Schedule and Pricing Details

| Date of Service | Activity (Professional development; Coaching Assessment Design Team; etc.) Internal note: If prep / follow up is <u>not</u> included, add on prep separate line below each day that includes prep. | Rate | Total # of Facilitator Days | Travel Costs | Total Costs |
|-----------------------------|--|---------------------------------------|-----------------------------|--|----------------|
| August 2019 | <ul style="list-style-type: none"> 2 days of On-site Professional Development <ul style="list-style-type: none"> Full day workshops with designs teams from participating schools. Design team is ideally a mix of teachers and school leaders, 4-5 folks total Day 1: Orientation to performance assessment system design; understanding how to assess the skills of the Davis Grad Profile; fast-prototyping of defense of learning systems, customized to context of each participating school Day 2: Revising draft defense of learning plans according to quality criteria; planning for implementation 1/2 day of consultation with district leaders <ul style="list-style-type: none"> Orient ELP to Davis Grad Profile and district vision for its implementation Understanding the profiles of participating schools in the cohort Planning and debriefing through the project 1 day of prep/follow-up for Professional Development | \$2,000 | 3.5 days | \$200 (\$100 per trip for mileage and lunch, if needed) | \$7,200 |
| Grand Total = Fees + Travel | | 2.5 days of service, 1 day of prep | | | \$7,200 |

Professional Development Dates

Once dates are finalized, any requested date or session changes should be made in writing at least four (4) weeks in advance of scheduled date. Any requested changes must be approved by Envision Learning Partners. **Note:** Should inclement weather impact service delivery, Envision Learning Partners will make good faith efforts to reschedule with Davis Joint Unified School District. In the event that Envision Learning Partners and Davis Joint Unified School District are unable to reschedule service dates, Davis Joint Unified School District will be billed ELP's non-refundable costs.

Indemnification

ELP shall indemnify and hold harmless Davis Joint Unified School District and its Board Members, administrators, employees, agents, attorneys, volunteers, subcontractors, and related entities and persons, and Davis Joint Unified School District and their Board Members, administrators, employees, agents, attorneys, volunteers, subcontractors, and related entities and persons ("Davis Joint Unified School District Indemnitees") against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of the Contractor, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding Davis Joint Unified School District and its Indemnitees).

Davis Joint Unified School District shall indemnify and hold harmless the Contractor, its Board Members, administrators, employees, agents, attorneys, subcontractors, and related entities and persons against any liability, loss, damage or expense (including reasonable attorneys' fees) resulting from or arising out of this Contract, its performance, or otherwise.

Exhibit B: Best Practices for Successful Professional Development Sessions

To ensure successful professional development (PD), we want to inform you of our preparation process and provide you and your onsite team with guidelines to facilitate a seamless and efficient environment for PD sessions. These best practices can be used as a checklist for the onsite contact or team in advance of your session(s). One of our staff will refer to this list in preparatory conversations leading up to your PD session(s) to confirm readiness.

| | |
|--|--|
| Materials Shipping and Storage | |
| <ul style="list-style-type: none"><input type="checkbox"/> Materials, as needed, will be e-mailed to you 2-4 business days in advance of your session. Please provide Envision Learning Partners with the email address and the name of the recipient receiving the materials.<input type="checkbox"/> Onsite contact should confirm receipt of e-mailed materials with Envision Learning Partners and either (1) share e-mailed copies with all PD participants or (2) print copies for participants. | |
| Room Selection and Setup | |
| <ul style="list-style-type: none"><input type="checkbox"/> Room(s) is/are ideally located in a low traffic area (i.e., away from busy halls, not used as a thoroughfare). The room(s) should be quiet with minimal ambient noise, such as that from appliances or HVAC systems. Ideally, restrooms are convenient to the PD room(s).<input type="checkbox"/> The room(s) where the session will be delivered should be set up by 7:00am the day of the PD session(s). If you are providing printed copies of the materials, they should be in the room, along with all tables and chairs.<input type="checkbox"/> When there are two (2) or more rooms/ spaces in use, we recommend having a centrally located registration table for check-in.<input type="checkbox"/> Our sessions encourage group discussion and activities. Round tables, when possible, should be arranged to seat 4-8 people. This helps facilitate discussion. | |
| A/V Arrangements | |
| <ul style="list-style-type: none"><input type="checkbox"/> An LCD projector, power strip, and computer speakers should be available, set up, and tested prior to the facilitator(s) arriving for your PD session(s). Please allow at least 1-2 days for this set-up.<input type="checkbox"/> If Wi-Fi is available, please provide a password to the facilitator. A web connection, while not typically required for PD delivery, is preferred in case a participant requests additional resources or to show supplementary materials or videos.<input type="checkbox"/> Please provide an onsite contact to the facilitator(s) in case of troubleshooting needs. | |
| Other Considerations | |
| <ul style="list-style-type: none"><input type="checkbox"/> What is the lunch plan? If you are not providing lunch, please provide recommended local lunch destinations.<input type="checkbox"/> Should directional signs be provided to help participants locate the PD session(s) at your location?<input type="checkbox"/> Is the facility ready for a group to utilize? In the summer months, consider building and maintenance staffing needs. | |
| Special Considerations for Large Sessions | |
| <ul style="list-style-type: none"><input type="checkbox"/> Setup will vary by location and group size.<input type="checkbox"/> Consider proximity of the rooms/ spaces being used for your professional development, as well as whether a registration table is necessary. | |

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

| | | | |
|---|--|---|--|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Envision Education, Inc | | | |
| 2 Business name/disregarded entity name, if different from above | | | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): | |
| <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. | | <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> | |
| <input checked="" type="checkbox"/> Other (see instructions) ► 501(c)3 Non-Profit Corporation | | | |
| 5 Address (number, street, and apt. or suite no.) See instructions. 111 Myrtle St, Ste 203 | | Requester's name and address (optional) | |
| 6 City, state, and ZIP code Oakland, CA 94607 | | | |
| 7 List account number(s) here (optional) | | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|-----------------------|
| Sign Here | Signature of U.S. person ► | Date ► 9/17/18 |
|------------------|----------------------------|-----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.