

CONTRACT NAME: MEMORANDUM OF UNDERSTANDING BETWEEN THE  
PRACTICE SPACE AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This MOU will provide an afterschool program, *Leaders That Listen*, at Davis Senior High School. Thirty students will meet twice a month to prepare presentations for the Distinguished Speaker Series at the DJUSD Parent Engagement Night in February 2019. The program will run from October 2018 through March 2019.

FISCAL IMPACT: The cost of this program is \$6,250 and is included in the approved budget.

## CONSULTING AGREEMENT

This **Consulting Agreement**, dated September 20, 2018 (this "**Agreement**"), is between The Practice Space, a 501(c)(3) public speaking education center in California ("**TPS**"), and Davis Joint Unified School District ("**District**", and with TPS, the "**Parties**").

### Background

This Agreement sets for the terms and conditions under which TPS has agreed to provide guided instruction and coaching as set forth in the Proposal provided to the District prior to this Agreement (included as Attachment 1), and as amended herein, for the purposes of supporting the development of youth voice, public speaking, and leadership skills for high school students in the District.

Accordingly, the parties agree as follows:

**1. Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings below.

**"Group Package"** means the package of services previously outlined in Attachment 1, in accommodation of the needs of the District as understood, and mutually assented to, by the Parties.

**"The Performance Space"** means a location at a District school site, as identified by the District.

**2. Term.** The Term of this Agreement will begin on October 1, 2018 ("**Commencement Date**"). There will be no automatic renewal under this Agreement. The Term consists of two Tuesday coaching sessions each month starting in October of 2018, all to conclude on March 5, 2019 ("**End of Term**"). If there are scheduling issues and adjustments, the parties must agree upon an amended Term.

**3. Compensation.** The District shall pay to TPS 50% of the total cost of the Group Package on or before December 11, 2018. The District shall pay to TPS the remaining balance of the total Group Package cost no later than ten (10) business days after the conclusion of the Group Package. The Group Package consists of the following services, which will be provided at no cost to individual students:

(a) 10 two-hour public speaking coaching sessions (20 total hours of instruction) in preparation for a performance on February 26, 2018

Total: \$6,250

**4. Payment Schedule.**

(a) On or before 12/11/18 (or as amended in writing and agreed upon by both parties) 50% installment:	\$3,125
(b) On or before the tenth (10th) day after the End of Term:	\$3,125

**5. Representations and Warranties.** The Parties represent and warrant as follows:

- (a) District represents and warrants that participants shall attend activities, as appropriate, in good faith.
- (b) TPS, and its Executive Director, AnnMarie Baines, assert in good faith that the expertise outlined in Attachment 1 is true and accurate.
- (c) TPS represents and warrants that the effectiveness of the Group Package is dependent upon the good faith participation of the District participants.

**5. Covenants.** Between the Commencement Date and the end of the Term, the Parties covenant as follows:

- (a) TPS shall perform, in good faith, the Group Package for the District.
- (b) TPS shall perform such Group Package at the Performance Space, unless the Performance Space does not meet the requirements of one or more parts of the Group Package. In such a case, the Parties will mutually agree upon an appropriate alternate venue.

**6. Termination.** The Parties may only terminate this Agreement with duly delivered written notice to the other Party 10 business days prior to the termination date in such notice. At the time of such termination, the District will pay to TPS within 10 business days of the termination, any such compensation due under this Agreement up to the date of termination. Any termination shall forfeit to TPS all compensation paid up to the termination date.

**7. No Oral Amendment.** To be effective, any amendment or modification of this Agreement must be in writing signed by a recognized representative of either Party. No failure or delay in exercising any right or remedy under this Agreement and no course of dealing between the Parties constitutes a waiver of any right or remedy or precludes the subsequent exercise of any right or remedy or other enforcement of this Agreement, except as provided for under common law, case law, or applicable statute.

**8. Assignment.** Neither Party may assign its rights or responsibilities or delegate any of their respective duties under this Agreement without the other Party's prior permission in a writing.

**9. Choice of Law.** California law governs all matters or disputes, whether arising under contract or tort, arising under or relating to this Agreement, including its validity, interpretation, and enforcement.

**10. Counterparts.** The parties may execute this Agreement in counterparts (or duplicate originals), each of which is an original, but all of which together constitute a single agreement.

**11. Final Agreement.** This Agreement constitutes the Parties' final, complete, and exclusive agreement. This Agreement supersedes all prior and contemporaneous negotiations and agreements between the Parties with respect to litigation and settlement, all of which are merged into this Agreement. The Parties may amend this Agreement only in a writing, and only as both Parties assent to any modifications in such a writing.

**THE PRACTICE SPACE**

**DAVIS JOINT UNIFIED SCHOOL  
DISTRICT**

By: \_\_\_\_\_  
AnnMarie Baines  
Executive Director

By: \_\_\_\_\_  
Bruce Colby, Chief Business and  
Operations Officer



Building Confident Communities

## Attachment 1: Leaders That Listen Program in Davis Joint Unified

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## Overview

The Practice Space is a 501(c)(3) nonprofit organization in the San Francisco Bay Area dedicated to promoting effective and inclusive communication in schools and communities. Our mission is to build confidence and community voice through communication skill development. We provide accessible educational content and supportive practice experiences to improve the culture of communication and help people speak in a clear, engaging way that represents who they are. Our programs help people of all ages be authentic, inspire positive change, address social anxieties, and feel connected to others. Our aim is to provide instruction that develops leaders who can foster more inclusive environments for learning from one another, engaging in productive dialogue, and elevating underrepresented voices.

We keep our programming flexible to customize an experience that is authentic, meaningful, and practical for all participants. In Davis Joint Unified, the goal is to increase student-centeredness by elevating and amplifying student voices throughout the district's work, incorporating their perspectives through processes such as the LCAP and school and community showcases. To meet this goal, The Practice Space would support a team of up to 30 high school students through the **Leaders That Listen** program, a year-long youth leadership initiative of The Practice Space. This initiative helps student participants develop the public speaking, communication, and research skills they need to become effective advocates and collaborative leaders. Students are prepared to listen, empathize with others, facilitate conversations, and communicate youth perspectives in an authentic and compelling way that engages their schools and communities. By the end of this program in Davis, students will be able to present at a parent engagement night in February, either through keynote speeches or other communication formats such as storytelling, debates, or group discussions.

## Program Description

In Davis, the Leaders That Listen students would meet twice each month for two-hour practice sessions. While the students can come from different high schools, the entire group would meet together at one location. Students would receive a total of 20 hours of training from October through March. The content below details the approximate session topics and will be revised to best fit student interests and needs.

- **October 2018 (2 two-hour sessions):** Students learn the art of storytelling and produce podcast episodes on their experiences in school. In the second session, students focus on how to investigate issues by interviewing their peers and interpreting qualitative data.
- **November 2018 (2 two-hour sessions):** Students become familiar with writing clear advocacy speeches, applying strategies for effective speech writing. In the second session, students practice oral delivery techniques to polish their presentation skills.
- **December 2018 (1 three-hour session):** Students take a deep dive into how to debate an issue and engage in a practice debate "scrimmage" on issues relevant to their school experience.
- **January 2018 (2 two-hour sessions):** Students improve upon their advocacy speeches from the fall by learning to coach one another and give quality feedback. In the second session, students perform their speeches for a practice panel of visitors.
- **February 2018 (2 two-hour sessions):** Students decide their preferred speech format – advocacy-style, narrative storytelling-style, or argumentative debate. In preparation for parent engagement night, they refine their performances and incorporate targeted feedback.
- **March 2018 (1 session):** Students debrief and reflect on their experience performing at parent engagement night and plan for what they want to do with this experience moving forward.

## **Logistics**

- Recruitment for Leaders That Listen will largely take place through the school and district site. To support recruitment, The Practice Space is available to make one in-person visit to any desired classrooms or schools in advance of the first session.
- The Practice Space is available to conduct sessions two Tuesdays per month from 3:30pm to 5:30pm (earlier is also possible, depending on school schedules). If possible, this would ideally begin on October 9<sup>th</sup> and continue on the following dates: 10/9 and 10/23, 11/13 and 11/27, 12/11, 1/8 and 1/22, 2/5 and 2/19, and 3/5.
- Location for the meeting is determined by the district. To assist with on-site logistics, The Practice Space will need a liaison at the building.
- All student participants will need to sign a media release for filming and photography – any use of film and photos is for educational purposes only.
- The Practice Space will prepare students for the final parent night performance, but hours do not include time working on the event planning itself.
- The approach to preparing students assumes that all students will have the opportunity to perform in the final performance. To make this possible for a group of 30, the suggested format is an Open House-style, where some students perform for a larger group of parents while the others perform in smaller breakout rooms that run simultaneously.

## **Staffing/Expertise**

All sessions are led by AnnMarie Baines, Executive Director of The Practice Space, who will be accompanied by an assistant instructor. AnnMarie currently teaches public speaking at UC Berkeley and brings 20 years of experience teaching and coaching public speaking for youth and adults in West Contra Costa Unified, Boston Public Schools, and San Francisco State University. Originally from the East Bay, Executive Director AnnMarie Baines has been a long-time debate coach at El Cerrito High, where her students have won prestigious local, state, and national championships. AnnMarie also brings deep expertise in curriculum development, project-based learning, and facilitating productive and engaging professional development. She draws upon her background as a former high school special education teacher, researcher on social and emotional learning, and education professor to design experiences that meet individual needs and develop safe, supportive relationships. AnnMarie received her PhD in Educational Psychology from University of Washington, teaching credential from Boston Teacher Residency, and Master's in Education Policy from Harvard.

## **Period of Performance**

October 1, 2018 – March 5, 2018

## **Rates and Assumptions**

- Total of 10 two-hour sessions (20 total hours of instruction)
- Cost per session includes 1 hour of preparation time and 2 hours of travel, billed at hourly rate
- Hourly rate: \$125/hour
- Total of 50 hours: 20 hours of instruction + 10 hours of preparation + 20 hours of travel time
- Budget assumes any language translator needs are covered by the district.

## **Total Cost**

- \$6250 (including instruction, preparation, and travel)

## **Terms**

- Total amount is billed in two equal payments after invoice from The Practice Space.
- The first payment of \$3125 is due no later than the last session of the fall term (December 11<sup>th</sup>).

- If the district decides to end the program before the 10 sessions are complete, the district is responsible for paying for the total number of sessions already completed.
- The final payment is due 10 business days after the completion of the last class session listed in this proposal.
- Any checks should be payable to "The Practice Space", mailed to: 1600 Navellier Street, El Cerrito, CA 94530.



## **DAVIS JOINT UNIFIED SCHOOL DISTRICT**

### **PROFESSIONAL SERVICES ADDENDUM**

**THIS PROFESSIONAL SERVICES ADDENDUM** (the “Addendum”) is made and entered into as of October 11, 2018 (the “Effective Date”) by and between the Davis Joint Unified School District, a public school district of the State of California (the “District”), and The Practice Space (“Provider”). The District and the Provider are collectively referred to in this Agreement individually as “Party” and collectively as the “Parties.” This is an addendum to the **Consulting Agreement** dated September 20, 2018.

#### **Section 1.1 Fingerprinting.**

For any work performed by Provider at District facilities, if and when requested by the District, Provider’s employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site pursuant to Education Code section 45125.1. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony, or has been convicted of a violent or serious felony as those terms are defined in Penal Code sections 667.5(c) and 1192.7(c), respectively. Provider shall not permit an employee to come into contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45125.1. Provider shall provide District with a list of names of employees who may come into contact with students and must certify in writing to the District that none of its employees who may come into contact with students have been convicted of a felony as defined in Education Code section 45125.1. District may request the removal of an employee from a District site at any time. Failure to comply with any of the provisions of this Section may result in termination of this Agreement.

#### **Section 1.2 Insurance.**

Provider shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Provider and District from claims which may arise out of or result from Provider’s actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) Workers’ Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLAR (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- (i) owned, non-owned and hired vehicles;
- (ii) blanket contractual;
- (iii) broad form property damage;

- (iv) products/completed operations; and
- (v) personal injury.

**Section 1.3 Indemnification.**

To the fullest extent permitted by law, Provider shall fully indemnify, defend and hold harmless the District, its employees, agents and independent Providers from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Provider's services performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

**DISTRICT:**

**DAVIS JOINT UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Name and Title: Bruce E. Colby, Chief Business Officer

**PROVIDER:**

The Practice Space

By: \_\_\_\_\_

Name and Title:

