



Agreement for Contract Professional Development Services

Hinge Education LLC and Napa Valley Unified School District, 2425 Jefferson Street, Napa, California 94558, hereinafter referred to as "Host," mutually agree as follows:

1. **Services:** Hinge Education LLC shall provide professional development related to *Rigorous PBL by Design*. Professional development will take place over the course of one 3 day session. The session will take place July 29 through 31, 2019 and will be provided by 2 trained Hinge Education LLC consultants.
2. **Compensation:** Host will pay Hinge Education LLC a total contract of \$33,000 (USD). Host will pay Hinge Education LLC a deposit of 20% of the total contract amount, \$6,600 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Agreement. The remaining balance of \$26,400 (USD) will be invoiced and payment will be expected upon completion of the professional development session.
3. **Resources:** The total contract excludes the cost of the recommended text: *Rigorous PBL by Design* (2017) McDowell, M. Corwin Press.
4. **Travel Arrangements and Expenses:** Hinge Education LLC or associated consultant will cover all travel arrangements and expenses including accommodations, meals, and local and long distance transportation for themselves.
5. **Consultant Providing Professional Development:** Trained Hinge Education consultant(s) will provide all professional development session(s). Hinge Education LLC reserves the right to change consultants and will notify the Host of any changes.
6. **Intellectual property:** Host acknowledges that Hinge Education LLC owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement. Hinge Education LLC shall retain all copyrights owned prior to entering this Agreement, and Host may not reproduce any materials not designated reproducible without the express written permission of Hinge Education LLC. Host is responsible for the reproduction of all handouts and other print materials related to the services, and Host will notify Hinge Education LLC directly of any deadlines for reproduction.
7. **Audio/Video:** Host will provide audio/video equipment and technical support for the sessions.



Hinge Education LLC
Michael McDowell, Ed.D
HingeEd@gmail.com
153 Riviera Drive
San Rafael, CA 94901
650.438.4274

8. Facilities: Facilities will be provided by Host to conduct the program specified herein. They shall meet the requirements of state and local safety and health regulations during the term of the Agreement.

9. Termination: If Host terminates this Agreement for any reason, Host shall reimburse Hinge Education for any reasonable business expense incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.

10. Host shall indemnify and hold Hinge Education LLC harmless against any liability whatever arising from any act or acts of Host's employees assigned directly to this training program and activities herein provided, to the extent provided by law. Hinge Education LLC agrees to indemnify and hold the Host and its Board of Directors and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder.

This Agreement is acknowledged and accepted by Host and Hinge Education LLC this 31st day of May, 2019. This hereby constitutes the entire agreement between the Host and Hinge Education LLC. Modification of this contract may only occur in writing, signed by both parties.

Host _____ Date:

Name: Napa Valley Unified School District
District Authorized Agent: Maren Rocca-Hunt
Address: 2425 Jefferson Street
Napa, California 94558

Michael McDowell, Ed.D.

Date: 5/31/19



CEO, Hinge Education LLC
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PI/HJ

GENERAL PROVISIONS

1. **ASSIGNMENT/DELEGATION:** Neither party hereto shall assign, sublet or transfer any interest in this agreement or any duty thereunder without the written consent of the other.

2. **INDEPENDENT CONTRACTOR:** The parties intend that Consultant shall act as an independent contractor and is not to be considered an agent or employee of District. Therefore, the District is interested only in the results to be achieved. The Contractor is expected to use his or her special expertise, discretion and professional judgment in carrying out the duties of this Agreement. The Contractor has the responsibility and discretion to make appropriate decisions in planning and implementation of the contract duties. The Contractor shall devote his or her best efforts to rendering the requested services on behalf of the District, but may also be engaged in the rendering of such services or in any other business opportunity on his or her own behalf as long as such additional services do not create a conflict of interest or unreasonably interfere with the satisfactory performance of his or her duties pursuant to this Agreement.

3. **INDEMNIFICATION:** Consultant shall indemnify and hold District harmless from any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property arising out of Consultant's activities under this agreement, or from acts or omissions of any person(s) employed by Contractor.

4. **INSURANCE:** Consultant agrees, during the term of this agreement, to maintain at Consultant's sole expense all necessary insurance for its officers, agents and employees, including but not limited to, workers' compensation, disability, unemployment and liability insurance, and to provide District with certification upon request. Contractor acknowledges that the District is not Contractor's employer and that he/she is not covered by the District's Workers' Compensation insurance since Contractor is an independent contractor.

5. **METHOD/PLACE FOR NOTICE, BILLING AND PAYMENTS:** All notices, invoices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices, bills and payments sent by mail shall be addressed as follows:

DISTRICT:	Napa Valley Unified School District 2425 Jefferson Street Napa, CA 94558	CONSULTANT	Company Hinge Education Address 153 Riviera Dr City, State, Zip San Rafael, CA 94901 650-438-4274
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6. **TERMINATION:** District may terminate this agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the agreement without cause, it shall pay Consultant for services rendered to such date. If either party fails to perform any of its obligations under this agreement, within the time and in the manner provided, either party may terminate this agreement, without giving thirty (30) days notice, merely by giving written notice of termination, stating the reason for termination. Consultant shall receive payment for all services satisfactorily rendered to such date.

7. **EXTRA/CHANGED WORK:** Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to order extra/changed work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra/changed work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed by Consultant without the express and prior written authorization of the Superintendent.

8. **AMENDMENT:** This agreement may be modified or amended at any time by written mutual agreement of the parties.

9. **WORK PRODUCT:** District shall be owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this agreement by District or upon completion of work pursuant to this agreement.

10. **TAXES:** Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.

11. **NONDISCRIMINATION:** Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this agreement are incorporated by this reference.

12. **MERGER:** This writing is intended as the final expression of the agreement between the parties with respect to the terms of the agreement.

13. **NO THIRD PARTY BENEFICIARIES:** There are no intended third party beneficiaries of this Agreement.

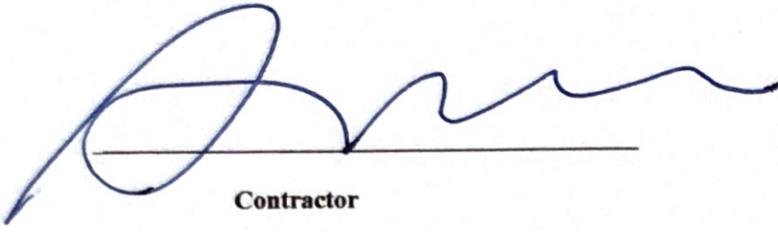
14. **NO WAIVER OF BREACH:** The waiver by District of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the agreement.

15. **ENFORCEMENT:** This Agreement shall be subject to the laws of the State of California.

16. **DISPUTES:** It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress any and all disputes, claims or controversies arising out of or related to this contract including without limitation the interpretation of the Agreement, its terms and conditions, breach of the Agreement,

termination of this Agreement and all claims alleging discrimination prohibited by law, such as, but not limited to, the Age Discrimination and Employment Act, Title VII, and the Fair Employment and Housing Act. It is the intention of the parties that an arbitration decision or award will be final and binding and that a judgment on the award may be entered in any court of competent jurisdiction and enforcement may be had according to its terms. It is understood that by electing to use final binding arbitration to resolve any disputes, the parties are waiving voluntarily their rights to a jury trial or resolution through any applicable administrative remedy. The parties will split the expense of arbitration equally.

Note: Federal Internal Revenue Service regulations require the District to report all payments to individuals for contract services.



Contractor

6/4/19
Date

Original - Contract Administrator
Copy - Contractor